

1906-001 Chancery Causes: Daniel Briscoe & Co] &c vs. John M. Morgan &c
Lee Co.

Folder 1 of 2

Mountcastle, Briscoe, Swepson, Arnold, Roney, Spencer,
Briscoe Swepson & Co], Greer, & McDowell, Durcan, Russell,
J. M. Greer & Co], Many, Jos. L. & Many & Co], Ballou,
Myers, Wood, R. J. Wood & Sons], Miles, Edds, Graham,
Parsons, Jesse, Wampler, Wade, & Moore, Hyatt

- Deed

CA - Debt
T - Property

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

Humbly complaining your orators, Daniel Briscoe, P.J. Briscoe, Sr., J.E. Briscoe, R.H. Mountcastle, and P.J. Briscoe, Jr., merchants and partners in trade under the firm name and style of Daniel Briscoe & Co., successors to Daniel Briscoe, P.J. Briscoe, R.R. Swepson, M.D. Arnold and S.C. Roney, late merchants and partners in trade under the firm name and style of Briscoe, Swepson & Co., respectfully represent that on the 3rd day of September, 1891, in the circuit court for said county the said Briscoe, Swepson & Co., obtained a judgment at law against one John M. Morgan for the sum of one hundred and two dollars and eleven cents (\$102.11) and ten per cent per annum damages in lieu of interest from the 6th day of December, 1889, until the 3rd day of September, 1891, and interest on said sum of \$102.11 from said 3rd day of September, 1891, until payment, and nine dollars and thirty-seven cents ^(49.37) costs, as will more fully appear from an inspection of an attested copy of said judgment which is herewith filed, as part hereof, marked "Exhibit No. 1."; that the said judgment was duly docketed in Judgment Lien Docket No. 2, page 213, in the office of the clerk of the county court for said county on the 12th day of September, 1891, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof marked "Exhibit No. 2"; that an execution was, on the 9th day of September, 1891, issued on said judgment and afterwards returned "Not executed, no property found", as will more fully appear from an inspection of a transcript from Execution Book No. ____, page 272, in the clerk's office of this court, which is herewith filed as a part hereof, marked "Exhibit No. 3", and also by an inspection of a certified copy of

said execution and the return of the Sheriff thereon, which is herewith filed as a part hereof marked, "Exhibit No.4."; that the said judgment is now the property of your orators; and that no ~~part~~ part of the same has been paid either to the firm of Briscoes, S epson & Co., or to ~~the~~ your orators, but the same and every part thereof is now justly due and owing to your orators.

Your orators further represent that the said John M.Morgan was for a number of years the owner of a certain house and lot in the town of Jonesville, Lee county, Virginia, as will more fully appear from an inspection of a deed from A.L.Pridemore and wife to the said John M.Morgan, dated the 28th day of July, 1883, and recorded in the Office of the clerk of the county court for said county in Deed Book No.20, page 275, a certified copy of which is herewith filed as part hereof, marked "Exhibit No.5"; that the said John M.Morgan, together with his wife, afterwards, by deed dated the 28th day of January, 1889, and recorded in Lee county Deed Book No.32, page 96, on the 13th day of November, 1895, sold and conveyed the said house and lot to one Timothy Sisk, as will more fully appear from an inspection of a certified copy of said last mentioned deed, which is herewith filed as a part hereof, marked #Exhibit No.6"; that the said Timothy Sisk afterwards died intestate, and by a certain proceeding in chancery, lately pending in this court, entitled "Margaret Craig vs.John Sisk et al.", the said house and lot was sold at public sale, at which M.C.Parsons and M.B.Spencer became the purchasers, and to whom afterwards said property was conveyed by A.M.Goins, Special Commissioner, by deed dated the 8th day of November, 1895, and recorded in Lee county Deed Book No.32, page 101, as will more fully appear from an inspection of a certified copy of said last mentioned deed which is herewith filed as part hereof, marked "Exhibit No.7"; that afterwards the said M.C.

Parsons departed this life intestate, and in a certain proceeding in chancery, lately and now pending in this court, entitled "Jessee & Russell, Admrs &c. et als ads. R.L.Pennington, Admr.&c.", the undivided moiety of the said M.C.Parsons in said property was sold by public auction, at which sale the said M.B.Spencer became the purchaser, all of which will more fully appear from an inspection of the decree appointing a commissioner to make said sale, the said commissioner's report of sale, and the decree confirming said report, copies of ^{all} which are herewith filed as part hereof, marked "Exhibit No.8"; that the said M.B.Spencer is therefore the sole owner of said house and lot which is fully described in said exhibits 5, 6 & 7, to which reference is hereby made for a more particular description; but no conveyance has ever been made to the said M.B.Spencer of said Parsons' moiety.

Your orator further represents that some years ago H.J.Morgan sold to the said John M.Morgan a certain lot of parcel of land lying a short distance east of said town of Jonesville containing about one and one-half acres for the price of five hundred and fifty dollars (\$550.00), executed to him a title bond for the same, took his notes or bonds for said five hundred and fifty dollars, and put him in possession of said parcel of land; that, as your orators are informed, the said John M.Morgan has never made any payments on said purchase price, but he made some improvements ^{on said lot} ~~thereon~~ by building thereon a barn or stable; that some time afterwards the said John M.Morgan left the State of Virginia and went to some western State of the Union, whereupon the said H.J.Morgan re-possest himself of said property and has been in possession of the same ever since, a period of about five years, the said John M.Morgan, however, still holding said title bond, and the said H.J.Morgan still holding said purchase money notes or bonds.

Now, your orators are advised that by ^{virtue} ~~reason~~ of the statute laws of Virginia, and by reason of the fact that their judgment aforesaid was docketed as aforesaid before the deed aforesaid from the said Morgan and wife to said Timothy Sisk was placed upon record as aforesaid, their said judgment operates as a lien against the two lots or parcels of land aforesaid, being junior, in point of priority, however, to the lien for purchase money due the said H.J.Morgan, as aforesaid, as against the tract or parcel of land last described, which is now occupied by A.B.Munsey and adjoins the lands of M.A.Couk and the saw-mill property now belonging to Wm.S. Crowell.

Your orators further represent that the said circuit court, on the 4th day of September, 1891, rendered a judgment at law against the said John M.Morgan in favor of J.M.Greer, J.R.McDowell and J.G. Duncan, late partners in trade under the firm name of J.M.Greer & Co., for the sum of forty dollars (\$40.00), with legal interest thereon from the 9th day of August, 1890, until payment, and eight dollars and four cents (\$8.04) costs, and ten per cent attorneys fees for collecting, as will more fully appear from an inspection of a certified copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.10"; that this judgment was duly docketed in the office of the clerk of the county court for said county, on the 12th day of September, 1891, in Judgment Lien Docket No.2, page 214, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.22"; that said judgment was, without recourse, on the 7th day of September, 1891, by the said J.M.Greer & Co., by their Attorneys, Pennington & Goins, assigned to one C.A. Russell, who still is the owner of the same, as will more fully appear from an inspection of a certified transcript from Execution

Book No.____, page 276, in the clerk's office of this court, which is filed herewith as a part hereof, marked "Exhibit No.12", which will also show the fact that a writ of fieri facias on said judgment was returned, "Not executed, no property found" on the 29th day of October, 1891, by the Sheriff, which latter fact will also appear from an inspection of a copy of said writ and the return of the sheriff thereon, which is herewith filed as part hereof., marked "Exhibit No.13". Your orators are informed, believe and charge that no part of this judgment has ever been paid, but the same and every part thereof is still due and owing to the said C.A.Russell, assignee as aforesaid.

Your orators further represent that the said circuit court at said September Term, 1891, rendered a judgment at law in favor of Jos.I.Meany & ~~xxx~~, trading as Jos.I.Meany & Co. against the said John M.Morgan for the sum of twenty-seven dollars and fifty cents (\$27.50), and ten per cent damages in lieu of interest from the 15h day of November, 1890, till the 3rd day of September, 1891, and legal interest on said sum of twenty-seven dollars and fifty cents from said 3rd day of September, 1891, until paid, and nine dollars and seven cents (\$9.07) costs, as will more fully appear from an inspection of a copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.14"; that this judgment was docketed in said Judgment Lien Docket No.2, page 214, on the 12th day of September, 1891, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.15"; that a writ of fieri facias was issued on this judgment and returned "No property found", as will more fully appear from an inspection of a transcript ~~there~~ from Execution Book No.____ page 272, in the clerk's office of this court, which is herewith filed as a part hereof, marked "Exhibit

No.16". Your orators are informed, believe and charge that no part of this judgment has ever been paid, but that the same is now wholly and justly due and owing to the said Jos.I.Meany.

Your orators are advised that the two judgments last described, having been rendered at the same term of the same court and having been docketed on the same day as your orators' judgment aforesaid, are of equal dignity therewith as against both of said tracts of land.

Your orators further represents that the following other judgments against the said John M.Morgan appear upon the Judgment Lien Dockets in the Office of the Clerk of the County Court for said county as never having been marked satisfied, to wit:

First:--A judgment in favor of Jacob Poteet against J.M.& J.D Morgan for the sum of one hundred dollars (\$100.00), with interest thereon from the 29th day of December, 1891, until payment, and ten dollars and fifty-two cents (\$10.52) costs, rendered by said circuit court on the 10th day of March, 1893, as will more fully appear from an inspection of a copy thereof which is herewith filed as a part thereof, marked "Exhibit No.17", and docketed in said Judgment Lien Docket No.3, page 12, on the 27th day of March, 1893 as will more fully appear from an inspection of a certified copy of the same which is herewith filed as a part hereof, marked "Exhibit No.18". But your orators allege that this judgment has been fully paid, and as evidence of said payment and satisfaction they file herewith as a part hereof, marked "Exhibit No.19", a transcript from Execution Book No.____, page 22, in the clerk's office of this court.

Second.--A judgment at law in favor of F.H.Myers against the said John M.Morgan for the sum of two hundred dollars (\$200.00), with legal interest thereon from the 18th day of February, 1891,

until payment, and nine dollars and eighty cents costs, rendered by said circuit court on the 10th day of March, 1893, as will more fully appear from an inspection of a certified copy thereof which is herewith filed as a part hereof, marked "Exhibit No.21", and docketed in said Judgment Lien Docket No.3, page 13~~xxxxxxx~~ on the 27th day of March, 1893, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part ~~whereof~~ hereof, marked "Exhibit No.22: a writ of fieri facias was duly issued on this judgment, was levied, and resulted in a credit of sixty-four dollars and twenty-five cents (\$64.25) as of the 16th day of April, 1894, as will more fully appear from an inspection a a certified transcript from Execution Book No.____, page 18, which is herewith filed as a part hereof, marked "Exhibit No.23", and also by an inspection of a certified copy of said writ which is herewith filed as a part hereof, marked "Exhibit No.24". Your orators are informed, believe and charge that the residue of said judgment has never been paid, but is still due and owing to the said F.H. Myers.

Third.--A judgment in favor of the said J.M.Greer & Co.against the said J.M.Morgan for the sum thirty dollars (\$30.00), with legal interest thereon from the 5th day of June, 1893, until paid, and eleven dollars and twenty-five cents (\$11.25) costs, rendered by said circuit court on the 15th day of June, 1893, as will more fully appear from an inspection of a copy of said judgment which is herewith filed as a part hereof, marked "Exhibit No.25", and docketed in said Judgment Lien Docket No.3, page 22, on the 15th day of June, 1893, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.26". Execution issued on this judgment was returned "No property found" as will more fully appear from an

inspection of a certified transcript from Execution Book No. _____ page 40 which is herewith filed as a part hereof, marked "Exhibit No.27". Your orators are informed, believe and charge that no part of this judgment has ever been paid, but the same and every part thereof is now justly due and owing to the said J.M.Greer & Co.

Fourth.--A judgment in favor of W.P.Wood against France Miles, as principal, and J.M.Morgan, as surety, for the sum of fifty-three dollars (\$53.00), with interest thereon from the 28th day of May, 1891, until payment, and two dollars and twenty-five cents (\$2.25) costs, rendered by a Justice of the Peace for said county on the 14th day of May, 1892, and docketed in said Judgment Lien Docket No.3, page 59, on the 3rd day of July, 1894, all of which will fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.27". Said exhibit also shows that said judgment is subject to three credits, to wit: ten dollars as of the 13th day of October, 1891, seven dollars and seventy-five cents as of the 11th day of April, 1893, and fifty cents as of the 11th day of June, 1893. Your orators are informed by the said France Miles that there is only a very small balance, if anything, still unpaid on said judgment.

Fifth.--A judgment in favor of H.O.Ballou against the said John M.Morgan, for the sum of eighty dollars and seventy-eight cents (\$80.78), with interest thereon from the 12th day of June, 1891, until payment, and one dollar and twenty-five cents (\$1.25) costs, rendered by a Justice of the Peace for said county, on the 25th day of June, 1892, and docketed in said Judgment Lien Docket No.3, page 86, on the 3rd day of January, 1895, all of which will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.28". Your orators are informed, believe and charge that no

part of this judgment has ever been paid, but that the same and every part thereof is still justly due and owing to the said Ballou.

Your orators further represent that the hereinafter described judgments are all that were docketed in said judgment Lien Dockets in the Clerk's Office of the County Court for said County before the date of the recordation of the said deed from the said John M. Morgan and wife to the said Timothy Sisk, and are therefore all the liens against the said M.B.Spencer house and lot.

But your orators further represent that the following judgments operate as liens against the said H.J.Morgan parcel of land, to wit:

First.--A judgment in favor of H.E.Edds against the said John M.Morgan and A.J.Myers for the sum of four hundred dollars with interest thereon from the 11th day of June, 1897, until payment, and eight dollars and six cents costs, rendered by the circuit court of Lee county, on the 11th day of June, 1897, and docketed in said Judgment Lien Docket No.3, page 165, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.29". Your orators are not advised as to whether this judgment has been paid, but they suppose if any payments have been made they were made by A.J.Myers, who will be entitled to subrogation, if he claims that right.

Second.--A judgment in favor of said H.E.Edds against the said John M.Morgan for the sum of two hundred and seventy-six dollars and ninety-three cents (\$276.93) with interest thereon from the 5th day of January, 1891, until payment and six dollars and forty-eight cents (\$6.48) costs, rendered by said circuit court at its June term, 1897, and docketed in said Judgment Lien Docket No.3, page 165, as will more fully appear from an inspection of a certified transcript therefrom which is herewith filed as a part hereof,

marked "Exhibit No.30".

Third.--A judgment in favor of the said H.E.Edds against the said John M.Morgan for the sum of one hundred and sixty-nine dollars and twenty cents (\$169.20), with interest thereon from the 11th day of June, 1897, until payment, and two dollars and fifty-five cents (\$2.55) costs, rendered by the said circuit court at its June term, 1897, and docketed in said Judgment Lien Docket No.3, page 165, on the 26th day of June, 1897, as will more fully appear from an inspection of a certified transcript therefrom, which is herewith filed as a part hereof, marked "Exhibit No.31".

Fourth.--A judgment in favor of Lewis & Snead for the benefit of M.K.Graham, next friend of J.V.Graham against the said John M. Morgan for the sum of eighty-eight dollars and ninety-two cents (\$88.92) with interest thereon from the 24th day of February, 1891, until payment, and one dollar and twenty-five cents (\$1.25) costs, rendered by H.C.Joslyn, J.P., on the 24th day of May, 1892, and docketed in said Judgment Lien Docket No.3, page 198, on the 24th day of August, 1899, as will more fully appear from an inspection of a transcript therefrom which is herewith filed as a part hereof, marked "Exhibit No.32".

Your orators represent and allege that the hereinbefore described judgments are all the judgments which appear upon the Judgment Lien Dockets in the office of the clerk of the county court for said county, and which have not been marked satisfied in full. And your orators allege that there are no other liens against said two lots than those herein mentioned. And your orators allege that there are no other lands, so far as they are informed, upon which the said ^{Judgments} ~~lands~~ operate as liens.

Your orators are advised that the priorities of the liens against said M.B.Spencer house and lot are as follows:

First.--The three following judgments: (1) your orators' judgment aforesaid; (2) the judgment belonging to C.A.Russell, assignee &c.; and (3) the judgment in favor of Jos.I.Meany & Co.:

Second.--The judgment aforesaid in favor of W.P.Wood, which is now, however, the property of of R.J.Wood, W.L.Wood and R.A.Wood, merchants and partners in trade under the firm name of R.J.Wood & Sons, having been assigned to them by said W.P.Wood.

Third.--The judgment aforesaid in favor of H.O.Ballou.

Fourth.--The balance of the judgment aforesaid in favor of F.H.Myers: and

Fifth.--The judgment aforesaid in favor of J.M.Greer & Co.

Your orators are advised that the priorities of the liens against said H.J.Morgan tract or parcel of land are as follows, to wit:

First.--The purchase money debt of said H.J.Morgan;

Second.--The three judgments noted above as first lien against the Spencer property;

Third.--Said balance, if any, of said W.P.Wood judgment;

Fourth.--Said Lewis & Snead, or Graham, judgment.

Fifth.--Said H.O.Ballow judgment;

Sixth.--Said F.H Myers judgment.

Seventh.--Said J.M Greer & Co. judgment.

Eighth.--Said three judgments of H.E.Edds, which are equal.

Your orators are advised that the H.J.Morgan lot should be first sold, and the M.R.Spencer property next, in case the Morgan property fails to sell for enough to pay all the liens against it.

But your orators allege that neither of these properties will sell for a sum sufficient to satisfy the liens against it, and that neither of them in five years will rent for a sum sufficient to pay said liens.

The object of this bill is to enforce the lien of your orators' judgment aforesaid against the two tracts of land aforesaid and to have the same sold to satisfy said judgment and the other judgments herein mentioned.

Your oratrix files this bill on behalf of themselves and all other lien creditors of the said John M.Morgan who will come into this suit and contribute pro rata to the costs thereof.

The prayer therefore of your orators is that your Honor take cognizance of their cause and grant them the proper relief; that John M.Morgan; M.B.Spencer; J.M.Greer, J.R.McDowell and J.G.Duncan, late partners in trade under the firm name of J.M.Greer & Co; C.A.Russell; Jos.I.Meany, trading as Jos.I.Meany & Co.; F.H.Myers; W.P.Wood; R.J.Wood, R.L.Wood and R.A.Wood, partners trading under the firm name of R.J Wood & Sons; H.O.Ballou; H.J.Morgan; H.E.Edds; A.J.Myers; M.K.Graham; and J.V.Graham be made parties defendant to this bill; that subpoena issue against said defendants who are residents; that order of publication be made against John M.Morgan, who is a non-resident; that each of said defendants be required to answer said bill fully, but not on oath, as that is expressly waived; that the holders of said judgments answer especially whether any payments have been made, and, if so, by whom; and the amounts still due, if anything; that A.J.Myers answer whether he was principal or surety in Judgment of H.E.Edds against him and John M Morgan, and if surety, whether he has made any payments, and if so, how much, and whether he claims right of subrogation &c.; that, upon a hearing, a decree be rendered appointing a commissioner to make sale of said two lots of land to pay said liens according to the rules of equity; and that full general relief be granted.

L.P. Hyatt, p.q.

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for said County, of Lee and State of Virginia:

By way of amendment to the foregoing bill, your orators therein named, respectfully represent that they are informed that the said M.B.Spencer still owes a part of the purchase price for the Parsons moiety of said house & lot to R.L.Pennington, the commissioner who sold it to him, and that said Spencer is claiming that he should have a rebate on said balance due by him for any sum of money he might have to pay by reason of the liens of your orators' judgment and the other judgments therein set out.

At any rate, your orators are advised that the administrator and heirs of the said M.C.Parsons are proper, if not necessary, parties to this suit. And the object of this amendment is to bring said administrator and heirs before the court in this case.

J.C.Jessee is the administrator of said M.C.Parsons' estate. The following are children and heirs at law of said M.C.Parsons, to wit: Ellen Jessee, Eva Russell, Rebecca Wampler, Geo.W.Parsons, Wheeler P.Parsons and Bessie A.Parsons, the two last named being infants; and his widow F.E.Parsons, now Wade. The said Geo.W.Parsons sold his entire interest in said estate, both real and personal, to H.J.Russell. And the said H.J.Russell has also died intestate leaving a widow Eva Russell, and four infant children to wit: Bernard, Catherine, Bernice and Pearl D.Russell, to whom his estate descended. Geo.W.Russell is administrator of the estate of said H.J.Russell, deceased.

Your orators pray therefore that J.C.Jessee, administrator of the estate of M.C.Parsons, deceased, F.E.Wade, Ellen Jessee, Eva Russell, Rebecca Wampler, Geo.W.Parsons, Wheeler P.Parsons and Bessie A.Parsons, and Geo.W.Russell, administrator of the estate of H.J.Russell, deceased, Bernice Russell, Catherine Russell, Bernard-

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Russell and Pearl D. Russell, the four last named being infants, be made parties to the original as well as this supplement; that they be required to answer the same, but not on oath; that a guardian ad litem be appointed to answer for said infants &c ; and that full general relief be granted &c. May spa. Issue &c. directed &c.

L. J. Hyatt, p. q.

Daniel Briscoe & Co.,

vs. $\frac{3}{2}$ Bill in Chy.

John M. Morgan et al.

1899. 2nd October rules bill
filed, & pa executed on
home debts & O. P. for
non-residents & D. N.
" 1st Nov rules held the
last Monday in October
O. P. Complete & D. N.
Confirmed & Ans. & Alt
filed. Cause set for
hearing.

To the Honorable H. A. W. Sher-
Judge of the Circuit Court for Lee
County, Virginia:-

The answer of Bernice Russell,
Catherine Russell, Bernard Russell,
Pearl D. Russell, Wheeler P. Parsons
and Bessie A. Parsons, infants
under the age of twenty-one years
by Geo. P. Chidley their guardian
ad litem assigned to defend them
in this suit to a bill of complaint
and an amendment thereto, exhibited
against them and others in the
Circuit Court for the County of
Lee by Daniel Briscoe, P. J. Briscoe,
Sr., W. E. Briscoe R. H. Mountcastle
and P. J. Briscoe, Jr. merchants and
partners in trade doing business
under the firm name and style
of Daniel Briscoe & Co. successors
to Daniel Briscoe, P. J. Briscoe,
G. R. Swepton, M. D. Arnold and
S. C. Roney late merchants and
partners in trade under the firm
name and style of Briscoe, Swepton
& Co.

The respondents reserving to them-
selves the benefit of all just excep-
tions to said bill and amendment,
for answer thereto or so much there-
of as they are advised that it is
material that they should answer,

by their said guardian ad litem
answer and say:-

That they are infants of tender
years, and by reason of their in-
fancy are incapable of understand-
ing or of taking care of their rights
and interest. They therefore by their
said guardian ad litem, committed
themselves and their rights and
interests to the protection of the
court, and pray that no decree
may be pronounced which will
tend to their prejudice.

And having fully answered,
the said respondents pray to
be hence dismissed with their
reasonable costs in this behalf
expended, and they will ever
pray &c.

Geo. P. Cridlin, Guardian
ad litem, for Bernice Russell,
Catherine Russell, Bernard
Russell, Pearl A. Russell,
Wheeler P. Parsons, and
Bessie A. Parsons.

Virginia, Lee County, to-wit:-

This day personally appeared be-
fore me, A. B. Mumrey, Clerk of
the Circuit Court for Lee County, Vir-
ginia, Geo. P. Cridlin guardian ad

litene for Bernice Russell, Catherine
Russell, Bernard Russell, Peal D.
Russell, Wheeler P. Parsons and
Bessie^a Parsons, whose answer is a-
bove written, and made oath that
the statements contained in the
said answer, so far as made
of his own knowledge, are true;
and so far as made ~~from~~ the knowl-
edge, or information derived from
others, they ^{are} believed to be true.

Given under my hand this
day of October, 1899.

A. B. Munsey Clerk

Daniel Briscoe & Co.
vs. { Answer of,
Guardian ad litem.
John M. Morgan et al

Filed October 18th 1899

A. B. Munsey Clerk

To the Honoraboe H.A.W.Skeen, Judge of the Circuit Court for
L ee County, Virginia:

The separate answer of F.H.Myers to a bill in equity exhi ited
against him and others in said Court by Daniel Briscoe & Co.

Respondent says that, in so far as he knows, all the allega-
tions of the said bill are true. He says they are true in every
rsspect in so far as they refer to the judgment of himself against
the said John M.Morgan. And respondent avers that no payments have
been made on said judgment except those shown by said bill and the
exhibits therewith, and that the residue of said judgment is wholly
due to this respondent.

Respondent unites in the prayer of said bill that this cause
be treated as a lien creditor's suit, and he hereby offers to come
into the same and bear his proper proportion of the costs of prose-
cuting the same; and prays that the lien of his said judgment be
enforced against the lots and lands mentioned and described in said
bill, and that, in so far as it may be necessary, this answer be
treated as a cross-bill for that purpose.

And now having answered as fully as he is advised that it ma-
terial or necessary that he should answer, respondent prays to be
herein adjudged his costs and granted all proper relief in the
premises.

L.P. Hyatt ,p.d.

*Filed in open Court and by leave thereof Nov
the 14th 1899.*

ATB Munsey Clerk

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for
Lee County, Virginia:

The separate answer of Jos.i.Meany, trading as Jos.I.Meany &
Co., to a bill in chancery exhibited against him and others in said
Court by Daniel Briscoe & Co.:

Respondent says that, in so far as he knows, all the allega-
tions of the said bill are true; that they are true as to the
judgment of himself against John M.Morgan. And respondent avers
that no part of said judgment has ever been paid to him, but the
same is still wholly due.

Respondent unites in the prayer of said bill that this cause
be treated as a lien creditor's bill, and he hereby offers to come
into the same and bear his proper proportion of the costs of pros-
ecuting the same; and he prays that the lien of his said judgment
be enforced against the real estate set out and described in said
bill, and he prays that, in so far as it may be necessary, that an-
swer be treated as a cross-bill for that purpose.

And now having answered as fully as he is advised that it nec-
essary or material that he should answer, respondent prays for his
costs and all proper relief in the premises.

L. L. Hyatt, p.d.

*Filed in open Court and by leave thereof November
the 14th 1899.*

A.B. Munson Clerk

To the Honorable H.A W.Skeen, Judge of the Circuit Court for
Lee County, Virginia:

The separate answer of J.M.Greer, J.R.McDowell and J.G.Duncan,
late partners in trade under the firm name of J.M.Greer & Co. to a
bill in equity exhibited against them and others in said court by
Daniel Briscoe & Co.:

Respondents say that is true that they obtained the judgment
against John M.Morgan as set out in said bill, and assigned the
same as therein shown to the said C.A.Russell; and respondents aver
that no part of the said judgment was ever paid to them.

Respondents further say that they obtained another judgment
against the said Morgan, as set out in the said bill, and they
likewise aver that no part of said last mentioned judgment has ever
been paid to them, but the same is still wholly due to them.

Respondents say that, in so far as they know, all the allega-
tions of the said bill are true.

Respondents unite in the prayer of said bill that said cause
be treated as a lien creditor's suit, and they hereby offer to come
into the same and bear their proper proportion of the costs of pros-
ecuting the same; and pray that the lien of their said judgment be
enforced against the real estate set out and described in said bill
and pray that, in so far as it may be necessary, this answer be
treated as a cross-bill for that purpose.

And now, having answered as fully as they are advised it is
material or necessary that they should answer, respondents pray
for costs and all proper relief in the premises.

L. L. Hyatt, p.q.

*Filed in open Court and by leave thereof November 14th
1899.*

A.B. Munsey Clerk

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for
Lee County, Virginia:

The deparate answer of C.A.Russell to a bill in chancery exhibited in the said Court ~~by~~ against him and others in said Court by Daniel Briscoe & Co.:

Respondent says, that, in so far as he knows, all the allegations of the said bill are true. They are true in all respects in so far as they refer to the assignment to respondent of the J.M. Greer & Co. judgment. And respondent avers that since the date of the said assignment, the said judgment no no part of the same has been paid to him, but the same and every part thereof is still wholly due him.

Respondent unites in the prayer of said bill that this cause be treated as a lien creditor's bill, and he hereby offers to come into the same and bear his proper proportion of the costs of prosecuting this cause; and he prays that the lien of his judgment be enforced against the house and lot and parcel of land set out and described in said bill, and prays that, in so far as it may be necessary, this answer be treated as a cross-bill for that purpose.

And now, having answered as fully as deemed necessary or material, respondent prays for his costs and all proper relief in the premises.

L. I. Hyatt, p.d.

Filed in open Court and by leave thereof Novr the 14th 1899
A. B. Munsey Clerk

To the Honorable H.A.W. Skeen, Judge of the Circuit Court for
Lee County, Virginia:

The separate answer of H.O. Ballou to a bill in equity exhibited against him and others in said Court by Daniel Briscoe & Co.:

Respondent says that, in so far as he knows, all the allegations of the said bill are true. He says they are true in every respect in so far as they refer to a judgment of himself against John M. Morgan. And respondent avers that no payment has ever been made to him of said judgment or of any part thereof, but the same is still wholly due to the said respondent.

Respondent unites in the prayer of the said bill that this cause be treated as a lien creditor's suit, and he hereby offers to come into the same and bear his proper proportion of the costs of prosecuting the same; and he prays that the lien of his said judgment be enforced against the real estate set forth and described in said bill, and that, in so far as it is necessary, this answer be treated as a cross-bill for that purpose.

And now having answered as fully as he is advised that it is material or necessary that he should answer, respondent prays for his costs and for all proper relief in the premises.

L. J. Hyatt, p.d.

*Filed in open Court and by leave thereof Novr the 14th 1899,
A. B. Munsey Clerk*

To the Honorable H.A.WSkeen, Judge of the Circuit Court for
Lee County, Virginia;

The joint and separate answer of W.P.Wood and R.J.Wood & Sons
to a bill in equity exhibited against them and others in said Court
by Daniel Briscoe & Co.:

Respondents say that is it true that the said W.P.Wood obtained the judgment against France Miles and John M.Morgan as set out in said bill; that France Miles is the principal debtor in said judgment; that John M.Morgan was only security therein; that the said Miles is amply able to pay the balance due thereon; that, in fact there is pending in this court a chancery cause entitled W.P.Wood vs.France Miles in which the same is sought to be collected and settled; that said judgment is now the property of the said R.J. Wood and sons; and that they are willing that no account be taken of the same in this cause.

And now having answered as fully as they are advised it is material that they should answer, respondents pray to be hence dismissed with their reasonable costs &c.

L. J. Hyatt, p.d.

Filed in open court by leave thereof Novr the 14th 1899
A.B. Munsey Clerk

Daniel Briscoe & Co.
vs. $\frac{3}{4}$ Seeley
John M. Morgan et al.

Answer of W. C. Wood
& R. J. Wood & Sons.
and

Answers and cross-
bills of C. A. Russell,
J. M. Greer & Co., Geo. I.
Meany, F. H. Myers &
H. O. Ballou

Clerk \$150

To The Hon. H. A. W. Skeen Judge
of the Circuit Court of Lee County
Virginia:

The separate Demurrer
and Answer of Mr. B. Spencer
to a bill filed in this Hon Court
by Daniel Briscoe & Co against
him and others:

Respondent
says the plffs Bill is not good
and sufficient in law, and of
this he prays judgement of the
Court:

But if any other
or further answer be required
of him answering he says:
That by the plffs own state-
ments, they ought not to recover,
because they show there has been
two suits in which their claim
could have been proven and
enforced against the lot of land
sought to be subjected, in one of
which, that of Craig against
Bisk no injury to any one would
have been done, the plffs atty
knew of this suit and sale, as
did the parties or attorney in
each of the other judgments
sought to be enforced, and they
stood by with full knowledge of
the facts, allowed the sale to make

and by the familiar rule of equity, he who does not speak when he should, shall be silent when he would be heard, besides, it would violate the fundamental rule of equity, to allow a man to stand by and not assert his right, and allow a purchaser to pay out his money & then complain in a Court of equity, "he who risks equity must do equity" This respondent denies therefore, that these judgements are enforceable liens against his house and lot. He denies that they have been obtained, docketed, and indexed as the law requires them to be done so as to create a lien on the house & lot sought to be subjected

Respondent neither admits, nor can he deny that said judgements have not been paid of this allegation he requires strict proof of each & every ~~other~~ judgement named in the Plffs Bill, before enforcing the same against this respondent.

Respondent can only infer why the Plff mentions the H. L. Morgan house & lot, and to him there appears no reason for so doing only to pile up costs against this respondent, the pretence that the management of the

3

plffs intend to enforce its claim is
is shallow & insincere, the fact is it
is intended to gather in the title of
said H. J. Morgan at this respondents
expense, the real plffs, know
that the purchase money is greatly
larger than the value of said lot
improvement and all

Respondent, has been informed
and he believes it to be true, that
the plffs have no interest whatever
in this suit, but that they and each
of the judgement ~~debtors~~ ^{creditors} named in
the bill have sold and assigned their
claims to L. T. Hyatt the atty in the
Cause or to others known to him,
that said Hyatt, is a deputy clerk
in the office of the County Court by
which means and virtue of his
office he summons up these so
called claims, and seeks to enforce
them. Respondent alleges this to be
true, and if so, he is advised that
the plffs should be required to
so state it in their Bill and not
be allowed to enforce a sham and
a fraud through a Court of equity -
Because he says if said Hyatt, was
before this Court as assignee, he can
as he is informed and believes produce
a legal defense that would bar his
recovery. He is advised that said

Hyatt, Can not lawfully prosecute
said suit, under the fact herein
without a violation of law, which a court will not permit to
before stated. - Respondent admits he
owns the house & but one half of it
that he purchased at judicial sale
the other half, from the estate of
M. C. Parsons, that he has not
fully paid therefor & has no deed
He is advised that Parsons heirs
should be made parties defend-
ant hereto & the matters adjusted
between them. Since Respondent
purchased said house & but he
has greatly improved the same
Imagery Lick put a valuable
stable upon it, and respondent has
repainted the building, covered
them with metal, re-painted them
re-parked, cut out and made
new doors, partitions & floor, and
this summer made a costly stone
walk in front thereof; all which
has greatly enhanced the value of said
property. He is advised that he has a
first lien on said property for these
improvements and if so he demands
it, should the plff show that any of
said judgments are in the record.

This respondent, can not understand
how Court of equity, can take in charge
property like this, sell it, twice over
and, then seize it again, sell it again

usually for which is \$100.

in violation of its asserted right to first sell, and that for the benefit of parties who with full knowledge of the first sale, fail to assert their rights, and then style themselves, Courts of Conscience; The moral involved in such a transaction, might well be criticized by a highwayman, but if such is the law, this respondent will have to submit.

Respondent therefore denies each & every allegation of the p[er]f[ect] bill not herein before specifically denied or answered and having now fully answered the p[er]f[ect] to be dismissed with li[ability] costs.

Richard H. Sewell
for Mr. B. Spencer.

- (1) Plaintiffs except to that part of the foregoing answer on page 1 line 14 to and including line 12 page 2, as constituting no defense. If, as supposed, it is intended to be a plea of res-judicata, the allegations are not sufficient. It must be alleged that the former suits were between the same parties or their privies.
- (2) Also ~~that~~ that part beginning on page 3 line 9, down to ~~page~~ line 3 page 4 is excepted to as constituting no defense.
- (3) That part beginning on page 4 line 12

down to and including line 78, same page
is excepted to as constituting no defense.

L. I. Hyatt for plffs.

Defendants and cross-complainants, J. M.
Greer & Co., C. A. Russell, H. O. Ballou, F. H.
Myers & Jos. I. Meany, except to said
answer in same particulars and for the
same reasons stated by plffs in their
exceptions above.

L. I. Hyatt, for said defts &
cross-complainants.

M. B. Spencer

ads } Answer

Daniel Briscoe vs

Per. T. 1899.

Filed in open Court and
by leave thereof from
the 17th 1899.

A B Munsey Clerk

To the Honorable W.A.W.Skeen, Judge of the Circuit

Court for Lee County, Virginia:

The separate answer of J.C.Jessee administrator of the estate of M.C.Parson deceased to a bill and amended bill filed against him and others in this Honorable Court by Daniel Briscoe and others, a mercantile firm doing business under the firm name and style of Daniel Briscoe & Co.

Respondent says that he knows nothing personally of the many allegations contained in said bill and he therefore neither admits nor denies them.

Respondent denies, however, that there is any liability upon the estate of his decedent on account of the judgment or any of them mentioned in said bill. It is true, he supposes, that his co-defendant, M.B.Spencer still owes something on the house and lot mentioned in the bill, but if he does this in no way affects the estate of the late M.C.Parsons. Mr. Spencer purchased that property at a judicial sale and your respondent is advised that it was his duty to look into the title and that the rules of caveat emptor fully apply; that he purchase such title, and such title only, as was in the said M.C.Parsons, or his heirs. As administrator your respondent invokes an application of the doctrine so often declared by the Courts of this state, in this case, and this decedent's estate be held free from any liability on account of the judgments and liens thereof set out in the bill, and that he be hence dismissed with his costs.

J. C. Jessee Administrator
by Counsel

B. T. Humeau

J. C. Jesse Adams.
advs $\frac{2}{3}$ Answer
David Brisson v60

Filed in open court and
by leave thereof June
the 8th 1900.
A. B. Muncey
Clerk

~~Plffs Costs~~
~~Clerk~~
~~Tax~~
~~Atty~~
~~Printer~~
~~Sheriff~~
~~Notary~~

Plffs Costs

Clerk 20.33
 Tax 1.50
 atty 15.00
 Printer 12.00
 Shff 7.00
 N P 50
 Comr in Chy 75-
 Co Clerk 3.80
 G. A. L. 5.00
 Estimated 5.00

\$65.88
 G. A. L. 5.00
 \$70.88

20.33
 1.50
 5.75
 5.00
 \$27.58

Daniel Proctor & Co.
 vs { In Chancery
 J. M. Morgan et al

L. T. Hyatt, p. 9.

1899 2nd October rules bill filed
 & paid entered on home Dept
 & Order of Pub for non-
 residents & D. N.
 " 1st November rules held the last
 Monday in October O. P.
 Complete Amos G. A. L. filed
 D. N. Confirmed & Cause set
 for hearing.

Plffs Costs

Clerk 20.33
 Tax 1.50
 atty 15.00
 Printer 12.00
 Sheriff 7.00
 Notary 50
 Comr in Chy 75-
 Co Clerk 3.80
 G. A. L. 5.00
 Estimated 5.00

21 \$70.88
 \$55.44

5-75
162
27
135

Daniel Briscoe & Co. Plff }
vs. } In Chancery
J. M. Morgan & Co. Defts }

This cause came on this 20th day of February, 1906, to be heard upon the papers formerly read in the cause and the report of L. F. Hyatt, Comr. Special Commissioner, showing full disbursements by him of the purchase money received by him from sale of the house and lot in Jonesville and to M. B. Spencer and the lot near Jonesville adjacent to the saw mill property to H. F. Morgan, this day filed, ~~On~~ and was argued by counsel. On consideration whereof, and no exceptions having been taken or filed to said report, it is adjudged, ordered and decreed that said report be and the same is hereby approved and confirmed. And nothing further remaining to be done, it is ordered that this cause be stricken from the docket with leave, however, to ~~have the same~~ ~~reinst~~ any party in interest to have the same ~~reinstated~~ ~~on~~ reinstated on the docket upon giving notice to all parties interested.

Daniel Briscoe & Co.

vs { In Chancery

J. M. Morgan et al

Decree Final

Entered in C.C.B.
#8, page 126 re.

Enter this decree
Feby 20 1906
H. C. C. Stump

Daniel Briscoe, P. J. Briscoe Sr., J. E. Briscoe, R. H. Mountcastle and P. J. Briscoe Jr., merchants and partners in trade under the firm name and style of Daniel Briscoe & Co., Successors to Daniel Briscoe, P. J. Briscoe, R. R. Swepson, M. D. Arnold, and S. C. Roney, late merchants and partners in trade under the firm name and style of Briscoe Swepson & Co., Plaintiffs.

vs. In Chancery.

John M. Morgan, M. B. Spencer, J. M. Greer, J. R. McDowell and J. G. Duncan, late partners in trade under the firm name and style of J. M. Greer & Co., C. A. Russell, Jos. I. Meany, trading as Jos. I. Meany & Co., F. H. Myers, W. P. Wood, R. J. Wood, R. L. Wood, and R. A. Wood, partners trading under the firm name of R. J. Wood and Sons, H. O. Baldu, H. J. Morgan, H. E. Edds, A. J. Myers, M. K. Graham, and J. V. Graham, J. C. Jessee, administrator of the estate of M. C. Parsons, deceased, F. E. Wade, Ellen Jessee, Eva Russell, Rebecca Wampler, Geo. W. Parsons, Wheeler P. Parsons, Bessie A. Parsons, and Geo. W. Russell, administrator of the estate of H. J. Russell, deceased, Bernice Russell, Catherine Russell, Bernard Russell, and Pearl D. Russell, the four last named as well as the said Wheeler P. Parsons and Bessie A. Parsons, being infants under the age of twenty-one years. Defendants.

This cause came on again this the 23rd day of February, 1904, to be heard upon the papers formerly read therein, and the report of L. T. Hyatt, Special Commissioner, this day filed, showing the execution by him of a deed to M. B. Spencer for the property purchased by said Spencer under the proceedings of this cause, and was argued by counsel.

On consideration whereof and no exceptions having been taken to the said report or deed, it is adjudged, ordered and decreed that the same be confirmed; and that the said M. B. Spencer pay to the said L. T. Hyatt the sum of \$5.00 for his services in making the said deed, for which execution may issue.

And the cause is continued.

And the cause is continued.

making the said deed for which execution was issued to the said J. T. Hunt the sum of \$5.00 for his services in that the same be confirmed; and that the said J. T. Spencer pay to the said report of deed, it is adjudged, ordered and decreed

On consideration whereof and no exceptions having been taken cause, and was argued by counsel.

Property purchased by said Spencer under the proceedings of this showing the execution by him of a deed to J. T. Spencer for the

Daniel Briscoe & Co.

vs { Liu Chaueng

Johanna M. Morgan, et al

Decree confirming deed to M. B. Spencer.

Entered in C. C. B -

No. 7 page 428

Enter this decree

Feb'y 23^d 1904.

H. A. A. B.

under the firm name and style of Daniel Briscoe & Co.

McDonnell and J. G. Underwood, also partners in said

John H. Norton, W. A. Spencer, J. M. Groer, J. H.

in partnership.

under the firm name and style of Daniel Briscoe & Co.

and J. A. Jones, also merchants and partners in said

Briscoe, J. J. Briscoe, J. H. Gibson, W. L. Arnold,

of Daniel Briscoe & Co., Successors to Daniel

partners in said under the firm name and style

J. H. McDonnell and J. J. Briscoe Jr., merchants and

Daniel Briscoe, J. J. Briscoe Jr., J. H. Briscoe,

Daniel Briscoe, P.J. Briscoe, Sr., J.E. Briscoe, R.H.
Mountcastle and P.J. Briscoe, Jr., merchants and
partners in trade under the firm name and style
of Daniel Briscoe & Co., successors to Daniel
Briscoe, P.J. Briscoe, R.R. Swepson, M.D. Arnold,
and S.C. Roney, late merchants and partners in
trade under the firm name and style of Briscoe,
Swepson & Co.,Plaintiffs

vs. In Chancery

John M. Morgan, M.B. Spencer, J.M. Greer, J.R. McDowell
and J.G. Duncan, late partners in trade under t
the firm name of J.M. Greer & Co., C.A. Russell,
Jos. I. Meany, trading as Jos. I. Meany & Co., F.H.
Myers, W.P. Wood, R.J. Wood, R.L. Wood and R.A. Wood,
partners trading under the firm name of R.J. Wood
& Sons, H.O. Ballou, H.J. Morgan, H.E. Edds, A.J.
Myers, M.K. Graham and J.V. Graham, J.C. Jessee,
administrator of the estate of M.C. Parsons, de-
ceased, F.E. Wade, Ellen Jessee, Eva Russell,
Rebecca Wampler, Geo. W. Parsons, Wheeler P. Par-
sons, Bessie A. Parsons, and Geo. W. Russell, ad-
ministrator of the estate of H.J. Russell, deceas-
ed, Bernice Russell, Catherine Russell, Bernard
Russell and Pearl D. Russell, the four last named
as well as the said Wheeler P. and Bessie A. Par-
sons, being infants under the age of twenty-one
yearsDefendants.

This cause came on this day to be heard upon the papers
formerly read herein, the report of L.T. Hyatt, special commis-
sioner filed on the 8th day of November, 1900, and was argued
by counsel. On consideration whereof, and said report having
been filed the time required by law and there being no exceptions
thereto, it is adjudged, ordered and decreed that the said re-
port and the sales therein reported be and they are hereby con-
firmed and approved by the court; that the said L.T. Hyatt, spe-
cial commissioner, disburse to the parties entitled the costs
in his hands, taking proper receipts; that the said L.T. Hy-
att, special commissioner, proceed to collect from the said M.
B. Spencer and his surety, W.S.L. Spencer, the said three bonds
for the sum of \$108.90 each as they severally fall due and dis-
burse the same when collected to the parties entitled, taking

proper receipts, and if the said Spencer should desire to pay the said bonds before they fall due said commissioner is authorized to accept same; that said commissioner report his action hereunder to the court; that, if the said H.J.Morgan, who has fully paid for the land purchased by him in this cause desires it, that the said L.T.Hyatt, who is hereby appointed a special commissioner for the purpose, do convey to the said H.J.Morgan, by deed with special warranty, the interest of the said J.M.Morgan in the property purchased by the said H.J.Morgan, and report his action to court at the next term; and that this cause be continued.

Daniel Briscoe & Co
vs { In Chancery
John M. Morgan et al.

Decree confirming
sales.

En Co. B. No. 6.
p. 470

Enter this decree
Novr. 17th 1900.
H. C. C. S. S. S.

cause be continued.

and report him back to court at the next term: and that the
J. M. Morgan in the property purchased by the said H. T. Morgan,
and by deed with several witnesses, the interest of the said
commissioner for the purpose, do convey to the said H. T. Morgan,
it, that the said H. T. Morgan, who is hereby appointed a receiver
shall hold for the land mentioned by him in this cause and
hereunder to the court: that, is the said H. T. Morgan, who is
hereby appointed receiver: that the said commissioner report him back
then said bonds before they (is) and said commissioner is authorized
proper receipts, and is the said sponsor, who is desired to pay

Daniel Briscoe, P.J.Briscoe, Sr., J.E.Briscoe, R.H.

Mountcastle, and P.J.Briscoe, Jr. merchants

and partners in trade under the firm name and style

of Daniel Briscoe & Co., successors to Daniel

Briscoe, P.J.Briscoe, R.R.Swepson, M.D.Arnold

and S.C.Roney, late merchants and partners in

trade under the firm name and style of Briscoe,

Swepson & Co., Plaintiffs.

vs.

John M.Morgan; M.B.Spencer; J.M.Greer, J.R.McDowell

and J.G.Duncan, late partners in trade under the

firm name of J.M.Greer & Co.; C.A.Russell; Jos.

I.Meany, trading as Jos.I.Meany & Co.; F.H.My-

ers; W.P.Wood; R.J.Wood, R.L.Wood and R.A.

Wood, partners trading under the firm name of

R.J.Wood & Sons; H.O.Ballou; H.J.Morgan; H.E.Edds;

A.J Myers; M.K.Graham and J.V.Graham/ / / / / / Defendants.

and

J.C.Jessee, administrator of the estate of M.C.Parsons,

deceased, F.E.Wade, Ellen Jessee, Eva Russell,

Rebecca Wampler, Geo.W.Parsons, Wheeler P.Parsons,

Bessie A.Parsons, and Geo.W.Russell, administra-

tor of the estate of H.J.Russell, deceased,

Bernice Russell, Catherine Russell, Bernard

Russell, and pearl D.Russell, the four last

named as well as the said Wheeler P. and Bessie

A.Parsons, being infants under the age of twen-

ty one years. Defendants.

This cause came on this day to be heard upon the bill of
the complainant, there exhibits therewith, numbered from 1 to 32 in

clusive, the order of publication duly made, published and posted against the non-resident defendant, John M. Morgan, subpoena duly executed as to A. J. Myers, France Miles, H. E. Edds, M. K. Graham and J. V. Graham, the amendment to said bill, subpoena duly executed as to J. C. Jessee, administrator of the estate of M. C. Parsons, deceased, Ellen Jessee, F. E. Wade, Geo. W. Parsons, Rebecca Wampler, Eva Russell and Geo. W. Russell, administrator of the estate of H. J. Russell, deceased, the adult defendants brought in by the said amendment, the answer of Wheeler P. Parsons, Fessie A. Parsons, Bernice Russell, Catherine Russell, Bernard Russell and Pearl D. Russell, by Geo. P. Criddle, their guardian ad litem, replication to said answer, the cause regularly matured at rules and set for hearing by the plaintiffs, the separate answers and cross-bills of F. H. Myers, Jos. I. Meary, J. M. Greer & Co., C. A. Russell and H. O. Tallou, each filed in open court and by leave thereof on the 14th day of November, 1899, the joint and separate answer of W. F. Wood and R. J. Wood and Sons, filed in open court and by leave thereof on the 14th day of November, 1899, replication thereto, the separate answer of Henry J. Morgan, filed in open court and by leave thereof on the 17th day of November, 1899, replication thereto, the separate demurrer and answer of M. F. Spencer, filed in open court and by leave thereof on the 17th day of November, 1899, exceptions numbered 1, 2 and 3 endorsed on said answer of the said Spencer, joinder in said demurrer, and replication to said answer in so far as it is not excepted to, the depositions of witnesses, and was argued by counsel.

On consideration whereof, it is adjudged, ordered and decreed that the said bill be taken for confessed as to John M. Morgan, A. J. Myers, France Miles, H. E. Edds, M. K. Graham, J. V. Graham, J. C. Jessee, admr. as aforesaid, Ellen Jessee, Eva Russell, Rebecca Wampler, Geo. W. Parsons, and Geo. W. Russell, adminis-

trator of the estate of W.J. Russell, deceased; that the demurrer of the said M.P. Spencer be and the same is hereby overruled; that the exceptions numbered _____ to the answer of the said M.B. Spencer be and they are each hereby sustained; that the plaintiffs, Daniel Briscoe & Co., recover from the said John M. Morgan the sum of one hundred and two dollars and eleven cents (\$102.11) and ten per cent per annum damages in lieu of interest from the 6th day of December, 1889, until the 3rd day of September, 1891, and interest of said sum of one hundred and two dollars and eleven cents from the 3rd day of September, 1891, until payment, and nine dollars and thirty-seven cents costs, and the costs of this suit; that C.A. Russell, assignee of J.M. Greer & Co., recover from the said John M. Morgan the sum of forty dollars (\$40.00), with legal interest thereon from the 9th day of August, 1890, until payment, and eight dollars and four cents (\$8.04) costs, and ten per cent attorneys fees for collecting; that Jos. I. Meany, trading as Jos. I. Meany & Co., recover from the said John M. Morgan the sum of twenty-seven dollars and fifty cents (\$27.50), and ten per cent damages in lieu of interest from the 15th day of November, 1890, till the 3rd day of September, 1891, and legal interest on said sum of twenty-seven dollars and fifty cents from said 3rd day of September, 1891, until payment, and nine dollars and seven cents (\$9.07) costs; that H.O. Ballou recover from the said John M. Morgan the sum of eighty dollars and seventy-eight cents (80.78) with interest thereon from the 12th day of June, 1891, until payment and one dollar and twenty-five cents costs; that T.H. Myers recover from the said John M. Morgan the sum of two hundred dollars (\$200.00), with legal interest thereon from the 18th day of February, 1891, until payment, and nine dollars and eight cents (\$9.08) costs, subject to a credit of sixty-four dollars and twenty-five cents (\$64.25) as of

the 16th day of April, 1894; that the said J.M.Greer & Co. recover from the said John M.Morgan the sum of thirty dollars (\$30.00), with legal interest thereon from the 5th day of June, 1893, until paid, and eleven dollars and twenty-five cents costs; that all of the said recoveries above constitute liens on the house and lot mentioned in the bill and particularly described in the deed from A.L.Pridemore to the said John M.Morgan, dated July 28th 1863, and recorded in Lee county D.P.No.20, p.275, a copy of which is filed with the said bill as exhibit No.5, also in a deed from the said John M.Morgan and wife to Timothy Sisk, dated January 28th, 1889, and recorded in Lee County D.P.No.32, p.96, a copy of which is filed with said bill as "Exhibit No.6", also in a deed from ~~xx~~ A.M.Gools, Special Commissioner, to the said M.B.Spencer and M.C.Persons, dated November 8th, 1895, and recorded in Lee County D.P.No.32, page 101; that the priorities of the said recoveries as against the said property are as follows: first, the Broseco judgment, the Russell judgment and the Meany judgment, being of equal dignity; second, the Tallou judgment; third, the Myers judgment; and fourth the Greer judgment for \$30.00
 &c.

45-
 830
 32800
 224

247.50
 850
 797.50

It is further adjudged, ordered and decreed that the said Henry J.Morgan recover from the said John M.Morgan the sum of five hundred and fifty dollars (\$550.00), with legal interest thereon from the 1st day of January, 1887, until the first day of July, 1894; that H.E. Edds recover from the said John M.Morgan the sum of two hundred and seventy-six dollars and ninety-three cents (\$276.93), with interest thereon from the 5th day of January, 1891, until payment and six dollars and forty-eight cents (\$6.48) costs; that the said H.E.Edds recover from the said John M.Morgan the further sum of one hundred and sixty-nine dollars and twenty cents (\$169.20), with interest

of Jonesville, upon the following terms to wit: ^{ten per cent of bid}~~one third~~, cash in
hand, balance on a credit of one and ^{and three} two years, in equal installments,
taking notes with good security and bearing interest from date for
the deferred payments; and said commissioner will report his action
to court, and the cause is continued.

Daniel P. Mason vs
vs $\frac{3}{4}$ In. Chy.
John M. Morgan et al

Deer for sale

Entered on Chy.
O.B. No 6. p 408.

Enter this deer
June 11 1900
H. A. W. Sherr

To Mr.M.B.Spencer:

You will please take notice that on the 17th day of February, 1900, at the Office of the Clerk of the Circuit Court for Lee county, Virginia, we will take the depositions of H.O.Ballou, C.A.Russell, F.H.Myers and others; that on the 24th day of February, 1900, at the office of Daniel Briscoe & Co., in the city of Knoxville, Tennessee, we will take the depositions of Daniel Briscoe, J.M. Greer and others; and that on the 28th day of February, 1900, in the office of Jos.I.Meany & Co., in the City of Philadelphia, Pa., we will take the deposition of Jos.I.Meany & Co., which depositions when taken are intended to be read as evidence on behalf of the complainants, Daniel Briscoe Bro.& Co., and the defendants and cross complainants, H.O.Ballou, C.A.Russell, F.H.Myers, J.M.Greer & Co., and Jos.I.Meany & Co., in a certain suit in equity pending in the Circuit Court for Lee county, Virginia, wherein the said Daniel Briscoe & Co. are plaintiffs and J.M.Morgan and others are defendants. And if from any cause the taking of said depositions be not begun at the times stated, or, if begun, be not completed at said times, the taking thereof will be continued from time to time and from place to place until the same are concluded.

Very respectfully,

Daniel Briscoe & Co.,

H.O.Ballou,

C.A.Russell

F.H.Myers,

J.M.Greer & Co.,

Jos.I.Meany & Co.

By Counsel.

Feb 13th 1900.

L.P. Hyatt,

Counsel.

Executed by delivering a true copy
of the within notice to M. B. Spencer on
the 13th day of February, 1900.
W. J. McLehane J. L. C.

Daniel Spencer & Co.

23.3 Notice

J. M. Morgan et al.

The depositions of J. R. Moore, & others taken before me, J. E. Nickman, a Notary Public for Knox County, State of Tenn., at the Office of Daniel Briscoe & Co in the City of Knoxville, Tenn., on the 24th day of February 1900, to ~~be~~ pursuant to notice hereto annexed to be read as evidence on behalf of plffs & cross-complainant in a certain suit in equity pending in Circuit Court of Lee County Va wherein Daniel Briscoe & Co are plffs & J. M. Morgan & Co are defts.

J. R. Moore, being duly sworn deposes as follows:

Ques. 1. - Please state your occupation?

Ans. Secretary & Treasurer of The Green Machinery Co.
Ques. Is The Green Machinery Co, successor to the late firm of J. M. Green & Co?

Ans. Yes.

Ques. Please state whether or not a judgment in favor of J. M. Green & Co against

J.M. Morgan for the sum of
Thirty Dollars (\$30.⁰⁰) with interest
from June 5th 1893. and \$11.²⁵
Cost has ever been paid either to
J.M. Greer & Co., or the Greer
Machinery Company?

Ans. It has not been paid to either of
the above firms.

Ques. Please state whether or not either
of the above firms have assigned
their judgment to any person?

Ans. Our records do not show any
Assignment. &

And further, witnesses say, not.

J. R. Moore
~~Daniel~~ Briscoe, another wit-
ness being duly sworn deposes
as follows:

Ques. 1. - Please state your
occupation?

Ans. - Merchant and
member of firm of Daniel Briscoe
Brother & Co.

Ques. Is the firm of Daniel Briscoe Bro.
& Co., successor to the late firm of
Briscoe, Swenson & Co.?

Ans. yes.

Please ^{state} whether or not a judgment
in favor of Priscoe, Swepson & Co.,
against Geo. M. Morgan for the
sum \$102⁰⁰ with 10% damages in
lieu of interest from December
6th 1889 to September 3rd 1891, and
legal interest ^{from} September 3rd 1891
until payment, and \$9⁰⁰ ^{rendered by Cir Ct Lee Co Va} cost,
has ever been paid to either
of said firms?

Ans. It has never been paid.

Ques? — Please state whether or not
said judgment has ever been
assigned by either of said
firms to any person?

Ans. It has not.

Ques: Please state when you
were first informed that
your judgment aforesaid
was a lien on the real
estate mentioned in the bill?

Ans. — On April 18th 1899 by letter
from Mr S. I. Hyatt

And further, deponent says not.

J. Priscoe

State of Tennessee
County of ~~Knox~~, To wit:

I, J. E. Nickman, a
Notary Public for the County
and State aforesaid, do
certify that the foregoing
depositions of J. R. Moore
and P. J. Briscoe were duly
taken, subscribed and sworn
to before me at the time and
place and for the purposes
therein mentioned.

Given under my hand
and notarial seal this 21st
day of February, 1900.

J. E. Nickman
Notary Public

Quinn Priscoo & Co
vs 3 Depos.

J. M. Morgan & Co

Received by mail in
good condition and filed
July 27th 1900

A. B. Munsey Clerk

Received

Notary Fee 50 cts

J. E. Cunningham
Notary Public

To Mr. M. B. Spencer:

You will please take notice that on the 17th day of February, 1900, at the Office of the Clerk of the Circuit Court for Lee county, Virginia, we will take the depositions of H.O. Ballou, C.A. Russell, F.H. Myers and others; that on the 24th day of February, 1900, at the office of Daniel Briscoe & Co., in the city of Knoxville, Tennessee, we will take the depositions of Daniel Briscoe, J.M. Greer and others; and that on the 28th day of February, 1900, in the office of Jos. I. Meany & Co., in the City of Philadelphia, Pa., we will take the deposition of Jos. I. Meany & Co., which depositions when taken are intended to be read as evidence on behalf of the complainants, Daniel Briscoe Bro. & Co., and the defendants and cross complainants, H.O. Ballou, C.A. Russell, F.H. Myers, J.M. Greer & Co., and Jos. I. Meany & Co., in a certain suit in equity pending in the Circuit Court for Lee county, Virginia, wherein the said Daniel Briscoe & Co. are plaintiffs and J.M. Morgan and others are defendants. And if from any cause the taking of said depositions be not begun at the times stated, or, if begun, be not completed at said times, the taking thereof will be continued from time to time and from place to place until the same are concluded.

Feb'y 13th 1900

Very respectfully,

Daniel Briscoe & Co.,

H.O. Ballou,

C.A. Russell

F.H. Myers,

J.M. Greer & Co.,

Jos. I. Meany & Co.

By Counsel.

L. T. Hyatt
Counsel.

Executed by delivering a true copy of within
notice to M. B. Spencer on the 13th day of
February, 1900. W. J. Milham. S. L. C.

The depositions of H.O.Ballou and others, taken before me, A. B.Munsey, a commissioner in chancery for the circuit court of Lee county Virginia, pursuant to notice hereto annexed, on the 17th day of February, 1900, at the office of the clerk of the circuit court for said county, to be read as evidence in behalf of complainant and cross-complainants in a certain suit in chancery now pending in the said circuit court wherein the said Daniel Briscoe & Co., are plaintiff, H.O.Ballou and others are defendants and cross-complainants, and J.M.Morgan et als. are defendants.

Present.--L.T.Hyatt, attorney for complainants and cross-complainants.

_____, attorney for deft., _____

The witness, H.O.Ballou, being first duly sworn, deposes as follows:

Ques.1.for complainants: Please state your age, occupation and residence?

Ans.--I am 47 years of age, residence, Jonesville, Lee county, Virginia, my principal occupation is Watch-maker.

Ques.2.for same.--Are you one of the defendants in this case?

Ans.--I am; also a cross-complainant.

Ques.3.for same.--Please state whether or not the judgment in your favor against John M.Morgan, set out and described in the bill in this case, has ever been paid to you?

Ans.--It has not, not a cent of it.

Ques.4.for same.--Please state whether or not you have sold or assigned the said judgment to L.T.Hyatt, or to any one else?

Ans.--I have not. It still belongs to me.

And further this deponent saith not.

H.O. Ballou

C.A.Russell, another witness of lawful age, being first duly

sworn, deposes as follows:

Ques. 1.- Please state your age residence and occupation?

Ans.- My age is 43 years, residence Jonesville Va., Occupation Merchant.

Ques.- Please state whether or not the judgment described in the bill in this cause as having been obtained by J. M. Greer & Co., against J. M. Morgan, and by said Greer & Co., by their attorneys, Pennington & Gains, assigned to you, has ever been paid to you by anyone?

Ans.- It has not.

Ques.- Please state whether or not you have assigned the said judgment to L. T. Ryan or anyone else?

Ans. I have not.

And further this deponent saith not.
C. A. Russell

No other witness appearing, the further taking of these depositions is adjourned until Feby 19th 1900⁰ Same place. Given under my hand this 17th day of Feby 1900

A. B. Mursey Comr
in Chancery

Met at the Office of The Clerk
of the Circuit Court of Lee Co.
Va on the 19th day of February,
1900, pursuant to adjournment.

A.B. Munsey Come
in Chey

F.H. Myers another witness of law-
ful age being first duly sworn
deposes and says.

Ques. 1.- Please state whether or
not the judgment in your favor
mentioned and described in the
bill in this case, against John
M. Morgan has ever been paid
to you.?

Ans.- None of it except the
amount realized from the sale of a
horse levied on by C.E. Flanary
Sheriff. I dont remember the exact
amount, but the records will
show, the horse and saddle brought
\$75.00 after deducting costs I dont
remember the exact amount I received
but was about \$53.00

Ques. 2.- Please state whether
or not you have sold and
assigned said judgment to L.
J. Hyatt or any other person.?

Ans. - I have not,
And further this witness saith not.
F. H. Myers.

Virginia, Lee County, to wit:

I, A. B. Munsey, a commis-
sioner in chancery for the cir-
cuit court of Lee County, do
certify that the foregoing dep-
ositions of H. O. Ballou, C. A.
Russell and F. H. Myers
were duly taken, subscribed
and sworn to before me at the
times and places and for
the purposes therein mentioned.

Given under my hand this
19th day of February, 1900
A. B. Munsey Comm
in Chancery

Daniel Brisee & Co
vs } Depositions

Jno M Morganstall

Taken before me as
Comm in Chy and
filed Feby 19th 1900

A. B. Munsey Clerk

Comm in Chy 75-

Virginia:

The Circuit Court of
In the Clerk's Office of the County of Lee.

Daniel Briscoe, P.J. Briscoe, Sr., J.E. Briscoe, R.H. Mountcastle, and P.
J. Briscoe, Jr., merchants and partners in trade doing business under
the firm name and style of Daniel Briscoe & Co., successors to
Daniel Briscoe, P.J. Briscoe, R.R. Swepson, M.D. Arnold, and S.C. Roney,
late merchants and partners in trade under the firm name and style
of Briscoe, Swepson & Co., Plaintiffs.

versus.

(In Chancery.

John M. Morgan, M.B. Spencer, J.M. Greer & Co., C.A. Russell, Jos. I.
Meany & Co., H.O. Ballou, F.H. Myers, W.P. Wood, R.J. Wood & Sons, France
Miles, H.F. Edds, A.J. Myers, M.K. Granham and J.V. Graham Defendants.

This day L.T. Hyatt, attorneys for plaintiffs, personally ap-
peared before me, A.B. Munsey, Clerk of the said Court, and being
duly sworn, made oath that John M. Morgan, one of the defendants to
this suit is not a resident of the State of Virginia

Given under my hand as Clerk of the said Court, this 19th day
of September, 1899.

A.B. Munsey, Clerk.

Daniel Briscoe & Co.
vs. } Affidavit for
 } order of Publi-
 } cation.
John M. Morgan et al.

VIRGINIA--In the Clerk's Office of the Circuit Court for the County of Lee, on the 19th day of September, 1899.

Daniel Briscoe, P.J.Briscoe, Sr., J.E.Briscoe, R.H.Mountcastle, and P.J.Briscoe, Jr., merchants and partners in trade, doing business under the firm name and style of Daniel Briscoe & Co., successors to Daniel Briscoe, P.J.Briscoe, R.R.Swepson, M.D. Arnold and S.C.Roney, late merchants and partners in trade under the firm name and style of Briscoe, Swepson & Co.

Plaintiffs.

vs.

In Chancery.

John M.Morgan; M.B.Spencer; H.J.Morgan; J.M.Greer, J.R.McDowell and J.G.Duncan, late partners in trade under the firm name of J.M.Greer & Co.; C.A.Russell; Jos.I.Meany, trading as Jos.I.Meany & Co.; H.O.Ballou; F.H.Myers; W.P.Wood; R.J.Wood, R.L.Wood and R.A.Wood, partners in trade under the firm name of R.J.Wood & Sons; France Miles; H.F.Edds; A.J.Myers; M.K.Graham, and J.V.Graham.....Defendants.

The object of this suit is to collect a judgment rendered by the circuit court of Lee county, on the law side thereof, on the 3rd day of September, 1891, in favor of said Briscoe, Swepson & Co. against the said John M.Morgan for the sum of one hundred and two dollars and ten cents (\$102.10), with legal interest thereon from the 3rd day of September, 1891, until payment, and \$8.87 costs and ten per cent. damages in lieu of interest from December 6, 1889 to Sept. 3rd, 1891, and to enforce the lien of said judgment against a certain house and lot in the town of Jonesville, Va., which was conveyed by the said John M.Morgan and wife to Timothy Sisk, by deed dated January 28th, 1889, and recorded in Lee county Deed Book No. 32, page 96, and now occupied by M.B.Spencer, and also against the lot or parcel of land now occupied by A.B.Munsey and located a

short distance east from Jonesville adjoining the lands of M A. Couk and the saw-mill property.

And an affidavit having been made and filed that the defendant John M. Morgan is not a resident of the State of Virginia, it is ordered that he do appear here within fifteen days after due publication hereof, and do what may be necessary to protect this interest in this suit. And it is further ordered that a copy hereof be published once a week for four successive weeks in the Southwest Virginian, and that a copy be posted at the front door of the courthouse of this county on the first day of the next term of the county court of said county.

A. B. Munsey, Clerk.

L. T. Hyatt, P. Q.

Virginia, Lee county, to wit:

I, A. B. Munsey, Clerk of the circuit court of said county, do certify that I posted a copy of the above Order of Publication at the front door of the court-house of said county on Monday the 16th day of October, 1899, that being the first day of the October term 1899 of the county court for Lee county, and the first term of said county court after the date of the said order of Publication.

Given under my hand this the 17th day of October, 1899.

A. B. Munsey, Clerk.

Daniel Briscoe & Co.

vs } Order of Pub-
} lication.

John M. Morgan
et als.

To the Hon. H. A. W. Skeen, Judge of the circuit court for
Lee county, Virginia.

The undersigned Special commissioner respectfully reports
that pursuant to a decree, entered on the 22nd day of February,
1904, in the chancery cause entitled, "Daniel Briscoe & Co.,
vs. James M. Morgan,et al." therein pending, he has made and
executed a deed, conveying to M. B. Spencer the property
purchased by him under the proceedings of the said cause,
and herewith files the same for the inspection and approval
of the court.

Respectfully submitted,

L. T. Hyatt
Special commissioner.

Daniel Briscoe & Co.
vs. { Lu Chauncy.
John M. Morgan et al

Report of L. T. Ryatt,
Special Commr., of deed
to M. B. Spencer.

Filed Feb'y 23, 1904
H. C. T. Ewing Clerk

SPECIAL COMMISSIONER.

1904, in the chancery cause entitled, "Daniel Briscoe & Co.,
that pursuant to a decree, entered on the 28th day of February,
The undersigned Special Commissioner respectfully reports
his county, Virginia.

To the Hon. H. W. Spren, Judge of the Circuit Court for

To the Honorable H.A.W.Skeen, Judge of the Circuit Court
for Lee County, Virginia:

The undersigned commissioner respectfully reports that he
has executed the decree rendered on the 11th day of June, 1900,
in the chancery cause entitled " Daniel Briscoe & Co. vs. John
M.Morgan et als.", pending in the said court, in the following
manner:

He executed the bond required by the said decree before
the clerk of the said court;

He advertised the said sale by posting type-written notices
thereof at three public places in the said county, to wit: at
the front door of the court-house, at the postoffice in Jonesville,
and at the post-office in the town of Pennington Gap, and at
Brown's Hotel in Jonesville, Virginia; as required by the said
decree of sale;

On the 7th day of November, 1900, at the front door of the
court-house of Lee county, he offered the property known in this
suit as the "Munsey property" for sale, when H.J.Morgan bid
therefor the sum of thirty-five dollars and fifty cents (\$35.50),
and that being the highest bid the same was knocked off to him
at that price. It will be borne in mind that Judge Morgan holds
the first and a vendor's lien against this property for something
like eight hundred dollars (\$800.00), which is much more than
the property is worth. Your commissioner therefore recommends
that this sale be confirmed. A bid of a larger sum by Judge
Morgan would have only necessitated his paying additional com-
missions of sale. Judge Morgan paid to me the full amount of
his purchase, \$35.50.

On the same day and at the same place I offered for sale the property known in this suit as the "Spencer property", when M.B.Spencer bid therefor the sum of three hundred and sixty-three dollars (\$363.00), and that being the highest bid offered therefor the said property was knocked off to him at that price. The said Spencer paid to me in cash the sum of \$36.30 in cash, and executed his three bonds, for the sum of \$108.90 each, due in one, two and three years respectively from day of sale and bearing interest from date, with W.S.Spencer as his surety, for the residue. Your commissioner recommends a confirmation of this sale also. The property sold for a fair price, and under the circumstances of the case for a good price.

Very respectfully submitted,

L.P. Hyatt

Special Commissioner.

Daniel Briscoe &
vs. Leu Chauery
John M. Morgan et al.

Report of Sales

Filed Nov 8th 1900
A. B. Munsey Clerk

Special Commissioner.

To the Hon. H. A. W. Skeen, Judge of the circuit court for Lee county, Virginia.

The undersigned commissioner respectfully reports, that pursuant to a decree entered by the said court, on the 17th day of November, 1900, he has collected from M. B. Spencer the three bonds for the sum of one hundred and eight ~~and~~ 90/100 dollars (\$108.90), the first two of which bonds were paid at maturity, and the last of which was paid on the 22nd day of February, 1904.

Your commissioner further reports, that he has disbursed the first two collections to the parties thereto entitled immediately after the collection of the same, but that he has not disbursed the last collection for want of time, but he will do so forthwith, and when he has done so will make a full report of collections and disbursements.

Your commissioner reports further, that the said Spencer is now entitled to a deed for the property purchased by him, and requests that the same be made forthwith.

Respectfully submitted,

L. I. Wyatt
Special Commissioner.

SHAW-WALKER

respectfully submitted,

and request that the same be made forthwith.

Daniel Briscoe & Co.
vs { Su Chey
John M. Morgan et al

Report of L. T. Hyatt
Commr. showing full
collection of purchase
money bonds.

Filed Feb'y 22, 1904
H. C. Ewing Clerk

pona for the sum of one hundred and eight dollars and no/100
of November, 1900, he was collected from a. a. Upender the three
Entered to a degree entered by the said court, on the 13th day
The undersigned memorial respectfully reports, that
the same, Alameda.

To the Hon. U. S. Court, Judge of the District Court for

To the Hon. H. A. W. Skeen, Judge of
the Circuit Court for Lee County, Vir-
ginia.

The undersigned commissioner now
respectfully reports that he has fully
disbursed all all moneys collected by
him as commissioner in the chancery
cause of Daniel Briscoe Heo vs. J. M.
Morgan et al. arising from the sale
of the house and lot to M. B. Spencer
and the lot to H. J. Morgan. No deed
has yet been made to H. J. Morgan for
the lot purchased by him.

Respectfully submitted

L. T. Hyatt, Special
Commissioner

Feb'y 20 1906.

Daniel Briscoe Co.

vs { Lu Chy

J. M. Morgan et al

Report of L. T. Nyatt
Comm. showing dis-
bursements of purchase
money.

Filed Feb 20 1906.
H. T. Ewing,
Clerk,

This Deed made this 28th day of July 1883, by and between A.L. Pridemore and Sallie J.Pridemore his wife of the first part, and John M.Morgan of the Second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of Six hundred and fifty dollars Secured by bonds executed by said party of the second part and J.D.Morgan payable in one two and three years from this date, hath, and by these presents bargain sell and convey unto unto the said John M.Morgan with covenants of General warranty, a certain house and lot in the town of Jonesville, and its appurtenances known in the plan of said town as part of lot No.3 it being the same lot conveyed to M.D.Richmond by C.T.Harris & wife ~~and~~ and by said Richmond and wife conveyed to D.F.Orr, by deed bearing date 27th of March 1877, and by the latter conveyed to Mary A.Orr by deed bearing date Jan.14th" 1878 and by her and her husband Wm. A.Orr conveyed to A.L.Pridemore by deed bearing date July 20th 1883 To all of which conveyances, reference is here made, for more specific metes & bounds. To have and to hold said lot or parcel of land, to him the said John M.Morgan and his heirs forever. Witness the following signatures and seals, this the day and year first above written.

A.L.Pridemore (Seal.)

Sallie J.Pridemore.

Virginia, Lee County to wit:

I, John R.Gibson clerk of the county court of Lee county in the State aforesaid, do certify that A.L.Pridemore and Sallie J. his wife whose names are signed to the foregoing deed bearing date July 28th 1883, this day acknowledged said deed before me in my county aforesaid to be their joint act and deed for the purposes therein mentioned, and the said Sallie J.Pridemore wife of the said

A.L.Pridemore after being examined by me privily & apart from her said husband and having had said deed read and fully explained to her declared that she had willingly executed the same and wished not to retract it. Given under my hand this the 28th day of August, 1883, and said deed is thereupon admitted to record.

John R.Gibson, Clerk of Lee

County Court Va.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true transcript from the records in my office, Deed Book No.20, page 275.

Given under my hand, this the 20 day of ^{Oct}~~July~~, 1899.

B.M.Morgan, Clerk.

3
A. L. Pridemore et ux

to $\frac{3}{2}$ Deed.

John M. Morgau

"Exhibit No. 5."

Clerk nocto

This deed made this the 28th day of January 1889 by and between John M.Morgan and M.E.Morgan his wife, of the first part and Timothy Sisk of the second part, Witnesseth that the parties of the first part for and in consideration of the sum of six hundred & fifty dollars paid in bond on Smith & Sewell payable in 30 days 6 & 12 months from date hath and by these presents, bargain sell and convey unto the said Timothy Sisk with covenants of general warranty, a certain house and lot in the town of Jonesville and its appurtenances, known in the plan of said town as part of lot No.3 it being the same lot conveyed to M.D.Richmond by C.T.Harris & wife and by said Richmond and wife conveyed to D.F.Orr by deed bearing date 27th of March 1877, and by the latter conveyed to Mary A.Orr by deed bearing date Jany.14, 1878 and by her and her husband W.A.

Orr conveyed to A.L.Pridemore by deed bearing date July 20th 1883 and by said Pridemore and Sallie & his wife to J.M.Morgan by deed bearing date

to all of which conveyance reference is here made for a more specific metes and bounds, to have and to hold said lot or parcel of land to him the said Timothy and his heirs forever. Witness the following signatures and seals this the 28th day of January 1889.

Jno.M.Morgan (Seal.)

M.E.Morgan, (Seal.)

County of Lee to wit:

I, John R.Gibson clerk of the county court for the county aforesaid in the State of Virginia do certify that John M.Morgan, and M.E.Morgan his wife, whose names are signed to the writing above bearing date on the 28th day of January 1889, have acknowledged the same before me in my county aforesaid.

Given under my hand 28th day of January 1889.

John R.Gibson clerk.

Virginia Lee County to wit:

In the office of the clerk of said county the 13th day of Nov.

1895, this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F.Richmond, Clerk.

Virginia, Lee County, to wit:

I, B.M.Morgan, Clerk of the county court for said county, do certify that the foregoing is a true transcript from the records in my office, Deed Book No.32, page 96.

Given under my hand this _____ day of July, 1899.

B.M.Morgan, Clerk.

Jno. M. Morganster
To $\frac{3}{2}$ Deed
Timothy Sisk.

"Exhibit No. 6."

Clara Hocto

This Deed made this 28th day of July 1883, by and between A.L. Pridemore and Sallie J.Pridemore his wife of the first part, and John M.Morgan of the Second part, Witnesseth that the said parties of the first part, for and in consideration of the sum of Six hundred and fifty dollars Secured by bonds executed by said party of the second part and J.D.Morgan payable in one two and three years from this date, hath, and by these presents bargain sell and convey unto unto the said John M.Morgan with covenants of General warranty, a certain house and lot in the town of Jonesville, and its appurtenances known in the plan of said town as part of lot No.3 it being the same lot conveyed to M.D.Richmond by C.T.Harris & wife ~~and~~ and by said Richmond and wife conveyed to D.F.Orr, by deed bearing date 27th of March 1877, and by the latter conveyed to Mary A.Orr by deed bearing date Jan.14th" 1878 and by her and her husband Wm. A.Orr conveyed to A.L.Pridemore by deed bearing date July 20th 1883 To all of which conveyances, reference is here made, for more specific metes & bounds. To have and to hold said lot or parcel of land, to him the said John M.Morgan and his heirs forever. Witness the following signatures and seals, this the day and year first above written.

A.L.Pridemore (Seal.)

Sallie J.Pridemore.

Virginia, Lee County to wit:

I, John R.Gibson clerk of the county court of Lee county in the State aforesaid, do certify that A.L.Pridemore and Sallie J. his wife whose names are signed to the foregoing deed bearing date July 28th 1883, this day acknowledged said deed before me in my county aforesaid to be their joint act and deed for the purposes therein mentioned, and the said Sallie J.Pridemore wife of the said

on the 7th day of Nov.1895, the said A.M.Goins appointed Special Commissioner to execute and deliver to the said M.C.Parsons and M. B.Spencer a good and sufficient deed, with special warranty, conveying the said real estate to them in fee simple:

Now, therefore, this Deed Witnesseth, That for and in consideration of the premises, and in obedience to the said last mentioned decree, the said A.M.Goins Special Commissioner as aforesaid, doth grant unto the said M.C.Parsons & M.B.Spencer with special warranty, the real estate hereinbefore fully described.

Witness the following signature and seal:

A.M.Goins, (Seal.)

State of Virginia, County of Lee, to wit:

I, D.C.Sewell a Notary Public for the county aforesaid, in the State of Virginia, do certify that A.M.Goins whose name is signed to the writing hereto annexed, bearing date on the 8th day of November, 1895, has acknowledged the same before me in my County aforesaid.

Given under my hand, this 8th day of Nov.1895.

D.C.Sewell, N.P.

Virginia, Lee county, to wit:

In the county court clerk's office of the County of Lee the 15th day of November 1895, this deed was presented and together with the certificate thereto annexed admitted to record.

Teste: S.V.F.Richmond, Clerk.

Virginia, Lee county, to wit:

I, B.M.Morgan, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from Deed Book No. 32, page 101, a record Book in my office.

Given under my hand this the 20th day of ~~August~~ ^{Oct}, 1899.

B.M.Morgan, Clerk.

M. B. Spencer et al
From $\frac{3}{2}$ Deed
A. M. Gains, Spe Con

"Exhibit No. 7."

Clear cocto

Virginia,

At a Circuit Court continued and held for Lee County, at the court-house thereof, on Wednesday, the 16th day of November, 1898.

R.L.Pennington, Admr. &c.

Plaintiff

vs

In Chancery.

J.C.Jessee, Admr.&c.et al.

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioner, A.M. Goins, filed herein on the 21st day of October, 1898, with exceptions thereto by Nimrod Poteet, and was argued by counsel. On consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed that the first exception to said report is overruled, and the second exception endorsed thereon is sustained, and it is considered by the court that J.C.Jessee, Admr. recover \$171.13, with interest ~~thereon~~ from the 9th day of November, 1898, from said Nimrod Poteet, and the costs of litigating said claim, but the court does not pass upon the liability of Geo.W.Zia on on the note to which he was security to Parsons for the balance of \$171.13, leaving the parties to their original rights; that said report as corrected by said exceptions be and the same is hereby confirmed; that Carr Bailey recover of J.C.Jessee, Admr of the estate of M.C.Parsons \$44.88, with interest on \$36.00, part thereof from the 9th day of November, 1898, till paid; that A.B. Munsey recover of the same the sum of \$4.72 for a fee bill; that Spencer Yeary recover of the same \$26.47, with interest on \$19.35, part thereof, from the 9th day of November, 1898, till paid; that & Jeff Lovell recover of the same the sum of \$4.89 with interest on \$4.19, part thereof, from the 9th day of November, 1898, till paid; And it is further adjudged, ordered and decreed that R.L.Pennington, who is hereby appointed a Special Commissioner for the purpose, who, after having executed bond before the clerk of this

court in the penal sum of ~~xx~~ \$2000.00, conditioned as the law requires, and after having advertised the time, terms and place of sale for thirty days by not less than six written or printed notices of the time terms and place of sale posted at the front door of the court-house, in the neighborhood of the lands and at such other places as the said Comr. may deem fit, will proceed to make sale of the lands hereinafter set out, at the front door of the court-house on some court day, at public outcry, to the highest bidder, on the following terms, to wit: enough cash in hand to pay the commissions of sale and such costs of this suit, as has not already been paid, and the remainder in two equal installments, bearing interest from date, and due in one and two years from date of sale respectively, which lands to be sold are as follows: (1) one half interest in a house and lot in Jonesville, being the Spencer lot, (2) the remaining interest of the estate of M.C. Parsons in the 312 acre W.A. Parsons land (3) the M.Z. Parsons Brush land, (4) the Mary E. Jessee 24 acre tract, known as the Larner-Garnes lands, subject to the dower interest of Martha B. Carnes. Said commissioner may receive private bids on said lands before offering it at public sale, but he shall offer all of said lands at public sale, starting the biddings on any particular tract at the highest private bid if any shall have been put in. And if no higher bid is put in ^{shall} report the same to ~~the~~ court. And said Comr. will take notes for the deferred payments with good personal security, and he will report his action to the next term of ^{the} court, and this cause is continued.

To the Honorable W.T.Miller, Judge of the Circuit Court of Lee
Co: -

In the chancery cause of R.L.Pennington Admr.vs.J.C.Jessee,
Admr.et al. your undersigned comr.was directed by decree of Nov.16,
1898 to make sale of certain lands 4 tracts or parcels, 3 of which
your comr.proceeded to offer for sale on the 19th day of Dec.1898
which were sold as follows

	Bid	Cash	Notes.
To M.B.Spencer, the Sisk lot			
in Jonesville 1/2 interest	150.00	10.00	70.00 70.00
AM.Goins security			
To H.F.Mvers the M.Z.Parsons land			
in Brush	175.00	17.50	78.75 78.75
John M.Smyth security			
To H.Z.Parsons Balance of W.A.Parsons			
tract in Pocket	50.00	5.00	22.50 22.50
Harvey Newman security.			

Since the said sale, to wit, on the 14th day of Feby.1899, H.C
Joslyn gave your commissioner a higher bid on on the M.Z.Parsons
Brush tract at \$225.00 & gave your comr.\$20.00 in cash & executed
2 notes due in 1 & 2 years for \$102.50 with H.J.Morgan as security
Your comr.thinks this bid should be accepted in preference to the
bid of Myers.

The other tract known as the 24 acre tract your comr.did not
sell by request of the Admr.Mr.Jessee, who thought probably enough
funds could be received without it which could be d termined at the
March term of your cou t.

All which is respectfully submitted.

Feby.23, 1899.

R.L.Pennington Comr.

Virginia,

At a Circuit Court continued and held for Lee County, at the court-house thereof, on Saturday, the 11th day of March, 1899.

Robt.L.Pennington, Admr.&c.

Complainant.

vs.

(

In Chancery.

J.C.Jessee, Admr.&c.et al.

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioner, R.L. Pennington, filed herein on the 24th day of February, 1899, and the petition of Geo.W.Peters and others vs. Geo.A.Crabtree, and the petition of T.J.Yeary, filed herein by leave of court, to which the said J.C.Jessee, Admr.&c.appeared by his attorney, and the offer of F.F.Myers with two notes for \$112.50 and \$20.00 cash paid said Comr.Pennington to pay \$245.00 for the lot of land reported to have been bid on by H.F.Myers and N.C.Joslyn, and was argued by counsel. Upon consideration of all which, the sales made to M.B. Spencer of the Jonesville property, and the sale made to H.Z.Parsons of the Pocket lands, as reported in said Pennington's report, are hereby confirmed, and the sale reported to H.C.Joslyn is refused. And the said R.L.Pennington will again advertise said lands for sale known as the Brush 34 acre tract on the same time and terms as hereinbefore directed, and start the biddings at \$245.00 as the bid of F.F.Myers, and he will report his action hereunder at the next term of the court.

And it is further adjudged, ordered and decreed that the decree heretofore rendered in this cause authorizing the administrator of M.C.Parsons estate to discount the debt due by Henry Nicoll be modified so as to allow said Administrator to discount the last two installments due by him so that such discount shall not exceed ten per cent.per annum for the time they have to run.

And it is further adjdged, ordered and decreed that T.J.Vearr recover of the said J.C.Jessee, Admr. of the Estate of M.C.Parsons, dec'd, the sum of eighteen dollars and eighty seven cents (\$18.87) the judgment in said petition set out, with interest thereon from the 28th day of December, 1895, three dollars and fifty cents (\$3.50) costs at law, there being no defense to said petition.

And as to the petition of Geo.W.Peters et al. it is dismissed at the petitioner's costs except that no attorney's fee is to be taxed thereon.

And, J.C.Jessee, Admr. presenting his petition, and the same being argued by counsel, is permitted to be filed for a re-hearing of the judgment set out in said petition. And the said Crabtree appearing by attorney thereto, has leave to file his answer thereto at or before the first May Rules 1899, and no process need issue. And this cause is continued.

Daniel Briscoe & Co.

vs $\frac{3}{2}$ du l'hy
John M. Morgan
et als.

Copies of Deceases &
Report of Sale in
Case of "R. L. Pennington,
Admr & et al. vs. J.
C. Jessee, Admr. & et
al.

"Exhibit No. 8."

Clerk 160

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1891 Sept. 3 rd	Lee Circuit Court	1891 Sept. 12 th	Briscot Sweepson & Co. Plff. vs { In Debt on Motion. John M. Morgan Deft.	Judgment for \$102.10 with legal interest thereon from 3 rd day of Sept. 1891 till paid and the costs and 10% dam- ages in lieu of interest from Decr. 6 1889 to Sept 3/1891 C. 5.42 S. 70 a 2.50 Co.C. 25-	

Virginia, Lee County, to wit:

"Exhibit No. 2"

I, B.M. Morgan, Clerk of the County Court for Lee County, do
certify that the foregoing is a true transcript from Judgment Lien
Docket No. 2, page 213 in my Office.

Given under my hand this the 26th day of ^{Oct}~~Aug~~, 1899.

B.M. Morgan, Clerk.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Name and Description and Residence of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
Sept. 4 th 1891	Lee Circuit Court	1891 Sept. 12.	J. M. Greer v. Geo. of Knox Geo. Tenn. Plff. vs. { In Debt. J. M. Morgan of Lee Geo. Va. --- Deft.	Judgment for \$40.00 with legal interest thereon from the 9 th day of August 1891, till paid and the costs C. 4.79 S. .50 A. 2.50 Co. C. .25-	

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for said County, do
certify that the foregoing is a true transcript from Judgment Lien
Docket No. 2, page 214, in my office.

Given under my hand this the 26th day of ^{Oct.} ~~Aug.~~, 1899.

B. M. Morgan, Clerk.

"Exhibit No. 11."

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Name and Description and Residence of Parties.	Debt, Damages, Interest and Costs.	Amount, and Date of Credits.
Sept. 4 1891	Lee Cret. Court.	1891 Sept. 12"	Jos. J. Meany & Co. Plff. vs { On Motion. John M. Morgan, of Lee Co. Va. Deft.	Judgment for \$27.50 with legal interest thereon from the 3 ^d day of Sept. 1891 till paid + 10% damages in lieu of interest from Nov 15 th 1890 till Sept 3 rd 1891. + the costs C. 57.12 S. .70 A. 2.50 Co. C. .25- Wit. .50	

"Exhibit No. 15."

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court of Lee county, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 2, page 214, in my office.

Given under my hand this the 26 day of ^{Oct}~~August~~, 1899.

B. M. Morgan Clerk,

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1893 mch 10"	Lee County Court.	1893 mch 27'	Jacob Poteet of Lee Co. Va. -- Plff. vs { In debt. J. M. & J. D. Morgan, of Lee Co. Va. Defts.	Judgment for \$100.00 with interest thereon from 29 th Dec. 1891 till paid + the costs: C. 6.77 S. 1.00 A. 2.50 Co. C. 25-	

"Exhibit No. 18."

Virginia, Lee County, to wit:

I, R. M. Morgan, Clerk of the County Court for said County, do
 certify that the foregoing is a true transcript from the records
 in my office, Judgment Lien Docket No. 3, page 12. Given under my
 hand this the 26 day of ^{Oct.} ~~August~~, 1899.

R. M. Morgan

Clerk.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1893 "Mch 10"	Lee Circuit Court.	1893 "Mch. 27"	J. H. Myers, of Lee Co. --- Plff. vs J. M. Morgan, of Lee Co. Va. - Deft.	Judgment for \$200.00 with legal interest thereon from Feb. 18" 1891 till paid & the costs. C. 6.55- S. .50 A. 2.50 Co.C. .25-	

"Exhibit No. 22."

Virginia, Lee county, to wit:

I, B.M. Morgan, Clerk of the County Court for said County, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 13, in my office. Given under my hand this the 16 day of ^{Oct}~~August~~, 1899.

B.M. Morgan, Clerk.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs	Amount and Date of Credits.
June 15- 1893.	Lee Co. Circuit Court.	June 15- 1893	J. M. Greer & Co. Peff. vs { In Debt. J. M. Morgan, Deft.	Judgment for \$30.00 with legal interest thereon from June 5 th , 1893, until paid, and costs C. 5.10 S. .90 Depo. 2.50 A. 2.50 Co. C. .25-	

Exhibit No ~~27~~ 26'

Virginia, Lee county, to wit:

I, B.M. Morgan, Clerk of the county court for said county, do certify that the foregoing is a true transcript from the records in my office, Judgment Lien Docket No. 3, page 22. Given under my hand this the 26 day of ^{Oct.} ~~August~~, 1899.

B. M. Morgan, Clerk.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits
1892 May 14 th	Justices Judgment	1894 July 3 rd	W. P. Wood Plff. vs { In Debt. Grace Miles & J. M. Morgan - Defts.	Judgment for \$5.30 with interest from the 28 th day of May 1891 till paid & costs J. P. 2.00 C .25-	Oct 16 th 1891 \$10.00 April 11 th 1893 7.75 June 11 th 1893 .50

Exhibit No. 27.

Virginia, Lee county, to wit:

I, B. M. Morgan, Clerk of the county court for said county, do
 certify that the foregoing is a true transcript from Judgment Lien
 Docket No. 3, page 59. Given under my hand this the 26 day of
 Oct 1899.

B. M. Morgan
 Clerk.

Judgment Lien Docket.

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1892 June 25 th	Justice of Peace	1895 January 3 rd	H.O. Ballou Plff. vs { Lee Debt. John M. Morgan Deft.	Judgment for \$80.00 with interest thereon from 12 th day of June 1894, till paid + costs J.P. 1.00 @ .25-	

Virginia, Lee county, to wit:

"Exhibit No. 28."

I, B.M. Morgan, Clerk of the county court for said county, do certify that the foregoing is a true transcript from the records in my office, Judgment Lien Docket No. 3, page 86. Given under my hand this the 26 day of ^{Oct}~~August~~, 1899.

B.M. Morgan, Clerk.

Briscoe Swept on Leo
J. M. Green & Co.
Jos I. Meany & Co.
Jacob Potteet.
F. H. Myers -
J. M. Green & Co.
W. P. Wood
H. O. Ballou.

Daniel Briscoe & Co.

vs } Transcripts from
Judgment Lien
Dockets.

John M. Morgan et al.

Exhibits 2, 11, 15, 18,
22, 26, 27 & 28.

Clerk \$1.60

Judgment Lien Docket

165.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 June 11 th	Lee Co. Circuit Court	1897 June 26 th	H. E. Edels - Plff. vs { Debt. John M. Morgan & A. J. Myers - Defts.	Judgment for \$400.00 with interest from 11 th day of June 1897, until paid + costs clk 3.81 " 1.00 Shiff 50 atty 2.50 Co. C. 25-	

"Exhibit No 29"

Virginia, Lee County, to wit:

I, B. M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the Judgment Lien Docket No. 3, page 165, a record book in my office. Given under my hand this the 26 day of ^{October} September, 1899.

B. M. Morgan Clerk.

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 June 1.	Lee Co Circuit Court	1897 June 26 th	N.E. Edds Plff vs Debt. John M. Morgan, Deft.	Judgment for \$276. 93 with interest from 5 th day of January, 1891, until paid & costs Clerk 2.73 1.00 Atty 2.50 Co.C. 25-	

Virginia, Lee County, to wit:

"Exhibit No. 30."

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 165, a record book in my office. Given under my hand this the 26 day of ^{Oct} ~~Sept~~ 1899.

B. M. Morgan, Clerk.

Judgment Lien Docket

165-

Date of Judgment	By what Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits.
1897 June 11 th	Lee Co. Circuit Court	1897 June 26 th	H. E. Edds vs { Debt John M. Morgan Deft	Reff Judgment for \$169.20 with interest from the 11 th day of June 1897, until paid costs C 2.30 Co.C. 25-	

"Exhibit No. 31."

Virginia, Lee County, to wit:

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from the records in my office, J.L.D. No. 3. page 165.

Given under my hand this the 26 day of ^{October} ~~September~~, 1899.

B.M. Morgan, Clerk.

Judgment Lien Docket.

Date of Judgment	By What Court Rendered	Time of Docketing	Names and Description of Parties.	Debt, Damages, Interest and Costs.	Amount and Date of Credits
May 24 1892	H. C. Joslyn, J.P.	Aug. 24 1899.	Lewis & Sneed for the benefit of M. K. Graham, next friend of J. V. Graham, Plff. vs. { In debt John M. Morgan, Deft.	Judgment for \$88.92 with interest thereon from the 24th day of Feby. 1891, until paid, and \$1.00 costs. clerk 25 cts.	

Virginia, Lee County, to wit:

"Exhibit No. 32."

I, B.M. Morgan, Clerk of the County Court for the County and State aforesaid, do certify that the foregoing is a true transcript from Judgment Lien Docket No. 3, page 198, a record book in my office. Given under my hand this the 26 day of ^{Oct}~~Sept~~. 1899.

B. M. Morgan Clerk

Daniel Priscoe & Co.,
vs $\frac{3}{2}$ In Chancery.
John M. Morgan et al.

Transcripts from
Judgment Lien Dockets.

Exhibits No 29, 30, 31 & 32.

Clerks 80 cts

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on Thursday, September 3rd, 1891.

Briscoe Swepson & Co.

Plffs.

vs.

Motion.

John M. Morgan

Deft.

This day came the parties by their attorneys, and the facts being submitted, and calculations made, and agreed upon by the parties: It is therefore considered by the court that the Plaintiff recover of the defendant the sum of One hundred and two dollars and Eleven cents, as agreed upon by the parties, to be the amount still unpaid, and 10 % per annum damages in lieu of interest from the 6th day of Decr. 1889 till Sept. 3rd 1891, and legal interest on said sum of \$102.11 from Sept. 3rd 1891 till paid and the costs.

Costs:	Wit-	.50
	C.	5.42
	S.	.70
	A.	2.50
	Co. C.	.25
		<hr/>
		\$9.37

A copy, Teste:

A B Munsey, Clerk.

"Exhibit No. I."

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on Thursday, September 3rd, 1891.

Jos. I. Meany & Co.

Plaintiff.

vs.

Motion.

John M. Morgan

Defendant.

This day came the parties by their attorneys, and by an agreement between the parties, and for reasons appearing to the court, it is concisered that the plaintiffs recover of J.M. Morgan the sum of (\$27.50) Twenty-seven Dollars and fifty cents, and 10 % damages in lieu of interest from November 15th 1890, till Sept. 3rd 1891, and legal interest on said sum of \$27.50 from Sept. 3rd 1891 till paid and the costs.

Costs:	C.	5.12
	S.	.70
	A.	2.50
	Co. C.	25
		<hr/>
		8.57
	Wit	50
		<hr/>
		\$9.07

A copy, Teste: A B Munsey, Clerk.

"Exhibit No. 14."

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof Sept. 4th 1891.

Office Judgments which became final on the last Day Aug. Term 1
J.M. Greer & Co. Plaintiffs.

vs.

P. & G.

In Debt.

J.M. Morgan

Defendant.

The defendant not appearing after having been duly summoned
It is considered by the court that the Judgment obtained in the
clerk's office in favor of the Plaintiffs against the defendant
for Forty Dollars (\$40.00) and legal interest thereon from Aug. 9th
1890 till paid and the costs, on note waiving homestead exemptions,
and 10% attorneys fees for collecting, be made final.

Costs:	C.	4.72
	S.	.50
	A.	2.50
	Co. C.	2.00
		<u>\$8.01</u>

A copy, Teste: AB Mursey Clerk

"Exhibit No 10"

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, on March 10th 1893.

Jacob Poteet

Plff.

vs.

In Debt.

J.M.Morgan and J.D.Morgan, Defts.

This cause came on this day, and then came the plaintiff, by his attorney, and it appearing to the court that the defendants had been legally summoned, and failing to appear after being solemnly called: It is considered by the court, that the plaintiff recover against the defendants, for the sum of One hundred dollars, the amount of the note, waiving Homestead Exemptions in the declaration mentioned, and legal interest thereon from the 29th day of December 1891 and the costs.

Costs:	C.	3.77
	S.	1.00
	A.	2.50
	Co.c.	25.
		<u>\$10.52</u>

A copy, Teste:

A B Mursey, Clerk.

"Exhibit No. 17."

Virginia,

At a circuit court continued and held for Lee county, at the court-house thereof, March 10th, 1892.

F.H. Myers

Plff.

vs.

In Debt.

Jno. M. Morgan

Deft.

The day came the Plaintiff, by his attorney, and the defendant appeared in court, who confessed Judgment against himself in favor of the Plff. for the sum of Two hundred Dollars the amount of the note waiving homestead exemption, in the declaration mentioned, and legal interest thereon from the 18th day of February, 1891, till paid and the costs.

Costs: C. 6.55

S. 50

A. 2.50

Co.C. 25

\$9.80

A copy, Teste:

A.B. Munsey, Clerk.

"Exhibit No. 21."

Virginia,

At a circuit court begun and held for Lee county, at the court house thereof, on Monday, June 5th, 1893.

J.M.Greer & Co.

Plffs.

vs.

Motion.

John M.Morgan,

Deft.

This day came the parties by their attorneys, and pursuant to an agreement between the parties, It is considered by the court that the Plaintiffs recover against the Defendant John M.Morgan Thirty Dollars (\$30.00) and legal interest thereon from this, the 5th day of June 1893 till paid and the costs.

Costs:	C.	5.10
	S.	.90
	Deft.	2.50
	A.	2.50
	Co. c.	25
		<hr/>
		\$11.25.

A copy, Teste: AB Munnay, Clerk.

"Exhibit No 24"

Daniel Briscoe & Co
vs $\frac{3}{2}$ copies of Judgts.
John M. Morgan - et al

Clerk 1,50

1891 ~~O.B.~~
Sept 10J. M. Greer v. Leo
vs
J. M. MorganJudgment for \$40.00
and legal interest
thereon from Aug. 9.
1890 till paid and
the costs

C	4.79
S	.50
A.	2.50
Co. c.	.25-

Fi Fa - Not executed no property 1st Novr.
found Octo 29th 1891. C.E. Rules 1891.
January S.L.C.

Without recourse this judg-
ment is assigned to C. E.
Russell. This Sept 7th 1891
J. M. Greer v. Leo by
Pennington & Gains attys

Sept 4
Judgt Aug. 9. 1891
O.B. 152.

"Exhibit No. 12."

A Copy

Lede: A.B. Murray (Book)

Orig
June 15th
1893 J. M. Greer & Co.
vs.
John M. Morgan

Judgment for \$30.00
and legal interest
thereon from the 5th
day of June 1893 till
paid and the costs:

C 5.10
J .90
Depo 2.50
a. 2.50
Co. C. .25-

Fi Fa Not executed to
property found this
August 5th 1893. C. E.
January S. L. C.

1st Aug.
Rules 1893

Judgt June 5 1893
O.B. 271

"Exhibit to ~~26~~ *27"

A Copy
Teste: A. B. Munnay Clerk

S. 1893 Mch 20	Jacob Poteet vs J. M. Morgan + J. D. Morgan	Judgment for \$100.00 and legal interest thereon from 29 th day Decr. 1891 till paid and the costs: C 6.77 S 1.00 A. 280 CoC 25-	Fi La.	Satisfied in full May 17 th 1893. L. C. Flanary S.C.	1 st May Rules 1893.
	Judgt Mch 10 1893 O.B. 251				

A Copy

Teste: A.B. Munsey
Clerk

P+G. 1893 mch 20	J. H. Myers vs John M. Morgan		Judgment for \$200.00 and legal interest 1891 thereon from 18 th Feb ^y till paid and the costs	Fi La	Not executed no property found Apr. 29 th 1893 C. E. Flannery, S.R.C.	1 st May Rules 1893.
" 15	Judgment March 10 th 1893 O.B. 248.		C. 6.58- S .50 A 2.50 Co ^e 25- + .78	Fi Fa	Executed by levying one bay horse four years old this spring and one saddle the property Jm. Morgan to sat- isfy the within execution. Mak 17, 1894. C.E. Flannery S.R.C. Cr. the within fi. fa. sixty-four dollars and twenty five cents this April 16 th 1894 the amount re- alized out of the price of the horse levied on after paying expense of feeding & commissions. C.E. Flannery S.R.C.	1 st May Rules 1894.

A copy

Liste: A.B. Munney Clerk

Exhibit no. 2B"

1891 Sept 9	Ors.	Jos. J. Meany & Co. vs. John M. Morgan	Judgment for \$27.50 and 10% thereon per annum damages in lieu of interest from Novr 15 th 1890 till Sept. 3 ^d 1891 and legal in- terest on said sum of \$27.50 from Sept 3 ^d 1891 till paid and the costs. C. 5.12 S. .70 a. 2.50 wit 1.50 Co. 25-	Fi. Fa.	Not executed no property found. C. E. Flauary S. R. C.	1 st Nov. Rules 1891.
		Judgt Aug Term 1891 O. B. 146				

"Exhibit No. 16."

A copy
Teste: A. B. Munsey Clerk

1891 Sept. 9.	Orig.	Priscilla Sweepson Rec. vs. John M. Morgan		Judgment for \$102.11 and 10% per annum ^{damages} in lieu of Int. from 6 th day of Decr. 1889 till Sept. 3 ^d 1891 + le- gal interest on said \$102.11 from Sept 3 ^d 1891 till paid + the costs: C. \$42 S. 70 a 250 wit 1.50 Co. C. 25 ^c	Si Fa.	Not executed no prop- erty found. C.E. Flau- ary, S.C.C.	1 st Nov. Rules 1891.
		Judgt. Aug. Term 1891 O.B. 146					

A Copy
 Teste; A.B. Munsey Clerk

"Exhibit No. 3."

Briscoe Swepson & Co
vs $\frac{3}{2}$ Copies from Ex. B.
John M. Morgan et al.

Clerk 1.50

The Commonwealth of Virginia.

To the Sheriff of Lee County Greeting:

We Command You, That of the Goods and Chattels of John M. Morgan, late in your Bailwick, you cause to be made \$102.11, with legal interest thereon from the 3rd day of September, 1891, till payment, and 10% damages in lieu of Int. from Decr. 6th 1889 to Sept. 3rd 1891, which Briscoes Swepson & Co. lately in our Circuit Court of Lee County, have recovered against him by motion Also, \$10.37, ~~xxx~~ which to the said Briscoe Swepson & Co. in our Court were adjudged for their cost in that behalf expended whereof the said John M. Morgan is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in November next, to render to the said Briscoe Swepson & Co. of the debt and costs as aforesaid. And have then and there this writ. Witness, J.A.G. Hyatt, Clerk of said Court at the Courthouse. This 10th day of Sept. 1891, in the 116 year of the Commonwealth.

J.A.G. Hyatt, Clerk.

C. 5.42
S .70
A 2.50
C.C. 2.50
Writ \$8.87 \$10.37
1.50

Return.--Not executed-no property found this Nov. th 2 1891

C.E. Flanary S.L.C.

Virginia, Lee county, to wit:

I, A.B. Munsay, Clerk of the circuit court for said county, do certify that the foregoing is a true copy of a Fi. Fa. on file in my office and of the return of the seeriff endorsed thereof. Given under my hand this the 11th day of ^{November} ~~August~~, 1899.

A.B. Munsay, Clerk/

"Exhibit No. 4."

The Commonwealth of Virginia.

To the Sheriff of Lee County Greeting:

We Command You, That of the Goods and Chattels of John M. Morgan late in your Bailwick, you cause to be made \$27.50, with legal interest thereon from the 3rd day of September, 1891, till payment, & 10% damages in lieu of Int from Novr. 15, 1890 till Sept 3 1891 with Jos. I. Meany & Co. lately in our Circuit Court of Lee County, have recovered against him by Motion Also \$10.07, which to the Jos. I. Meany & Co. in our Court were adjudged for their costs in that behalf expended whereof the said John M. Morgan is convicted as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in Novr. next, to render to the said Jos. I. Meany & Co. of the debt and costs as aforesaid. And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This 10th day of Sept. 1891, in the 116 year of the Commonwealth.

J. A. G. Hyatt, Clerk.

C 57.12
S 70
A 250
Co. 25-
85-7
wit 150 // 10.07

Return.--Not executed no property found. C. E. Flanary, S. L. C.

Virginia, Lee count, to wit:

I, A. B. Munsay, Clerk of the Circuit Court for said county, do certify that the foregoing is a true copy of a Fi. Fa. on file in my office, and of the return of the sheriff endorsed on the back thereof. Given under my hand this the 11th day of ^{November} ~~August~~, 1899.

A. B. Munsay, Clerk.

The Commonwealth of Virginia.

To the Sheriff of Lee County Greeting:

We command you that of the Goods and Chattels of J.M.Morgan late in your Bailwick, you cause to be made \$40.00, with legal interest thereon from the 9th day of August, 1890, till payment, which J.M.Greer & Co. lately in our Circuit Court of Lee County, have recovered against him by suit for Debt Also, \$8.04, which to the said J.M.Greer & Co.in our Court were adjudged for their costs in that behalf expended whereof the said J.M.Morgan is convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in November next, to render to the said J.M.Greer & Co.of the Debt and costs as aforesaid. And have then and there this writ. Witness, J A.G.Hyatt, Clerk of said Court at the Courthouse. This 11th day of Sept.1891, in the 116 year of the Commonwealth.

J.A. G. Hyatt, Clerk.

C 479
S 80
A 250
Co. 250
#804

Return.--Not executed no property found this Oct. th 29 1891.

C.E.Flanary S.L.C.

Virginia, Lee County, to wit:

I, A.B.Munsay, Clerk of the circuit court for said county, do certify that the foregoing is a true copy of an execution on file in my office and of the return of the sheriff endorsed on the back thereof. Given under my hand this ~~August~~ ^{November} 11th, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 13"

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You, That of the Goods and Chattels of J.M.Morgan and J.D.Morgan late in your Bailwick, you cause to be made \$100.00, with legal interest thereon from the 29th day of Decr.1891, till payment, which Jacob Poteet lately in our Circuit Court of Lee County, has recovered against them by suit for Debt Also, \$10.52, which to the said Poteet in our Court were adjudged for his costs in that behalf expended whereof the said Morgan & Morgan are convicted, as appears to us of record. And that you have the same before the Judge of our said Court at the Court House on the first Monday in May next, to render to the said Poteet of the debt and costs as aforesaid. And have then and there this writ. Witness, J.A.G.Hyatt, Clerk of said Court at the Courthouse. This 20th day of March 1893, in the 117 year of the Commonwealth.

J. A. G. Hyatt, Clerk.

C 6.77
S 1.00
A 2.50
Co. C 2.50
C 10.52

1893
Return.---Satisfied in full this May the 17, 1893. C.E.Flanary S.L.C

Received of C.E.Flanary S.L.C. one hundred and eight dollars and twenty five cents, in full of the debt & interest to date of the within fi.fa. This May 17th 1893. B.H.Sewell, Atty for Plff.

Received of C.E.Flanary S.L.C. two ~~xxxkxxx~~ and 50/100 dollars the attorneys fee in the within fi.fa. This May 17th 1893.

B H.Sewell.

Received of C.E.Flanary S.L.C. Six dollars & 77 cents my fees in this fi.fa. May 17th 1893. J.A.G.Hyatt, C.

1893 May 17th Recd of C.E.Flanary twenty five cents my fee in this fi.fa. J.R.Gilson clk.

Virginia, Lee County, to wit:

I, A.B. Munsey, Clerk of the circuit court for the said county, do certify that the foregoing is a true copy of a Fi. Fa. on file in my office, of the return of the sheriff thereon, and of all the receipts endorsed on the back thereof.

Given under my hand this the 11th day of ^{November} ~~August~~, 1899.

A.B. Munsey, Clerk.

"Exhibit No. 20."

The Commonwealth of Virginia,

Dr. C. 6.58-
M. C. 78
A 250
C. C. 25
\$10.58

To the Sheriff of the County of Lee, Greeting:

We command you, That of the goods and chattels of John M. Morgan in your bailiwick, you cause to be made \$200.00 Two hundred dollars with interest at the rate of six per centum per annum from the 15th day of February 1891 until paid, which F.H. Myers late in our Circuit Court of the County of Lee, has recovered against the said John M. Morgan, as well for a debt as interest thereon; also \$10.58 Ten dollars and fifty eight cents, which to the said F.H. Myers in the same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said Morgan convicted ^{as} ~~is~~ appears to us of record. And how you shall execute this writ make known at the rules to be holden in the clerk's office of our said Circuit Court, on the 1st Monday in May next. And have then there this writ.

Witness, A.B. Munsey, Clerk of our said court, at the courthouse, the 15th day of March 1894, and in the 118th year of the Commonwealth.

A.B. Munsey, Clerk.

March the 17. 1894 Executed by levying on one bay horse four years old this spring and one saddle as the propperty of J.M. Morgans to satisfy the within execution this March the 17 1894.

C. E. Flanary, S.L.C.

Cr. the within Fi. Fa. Sixty four dollars & twenty five cents this April the 16th 1894 the amount realized out of the price of the horse levied on after paying expense of Feeding & commissions.

--- C.E. Flanary S.L.C.

Received of C.E. Flanary, S.L.C. fifty three dollars and sixty seven cts. this April the 16, 1894.

F.H. Myers/

Received of C.E.Flanary S.L.Co.Six dollars & 55 cents my fee
in this fi.fa.April 16th 1894. J.A.G.Hyatt,late C.

Received of C.E.Flanary Shff of Lee County Seventy eight cents
my fee in this fi.fa. April 17th 1894.

A.B.Munsey, Clerk.

Virginia, Lee County, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do
certify that the foregoing is a true transcript of Fi.Fa. on file
in my office, of the return of the sheriff thereon, and of cer-
tain receipts endorsed thereon. Given under my hand this the 11th
day of ^{November} ~~August~~, 1899.

A.B. Munsey Clerk

"Exhibit No. 24"

Priscoe Swenson & Co.

v3 3 copies of 6
2 Fri Las.

John M. Morgan et al.

Clark 125-

To Mr.M.B.Spencer:

You will please take notice that on the 17th day of February, 1900, at the Office of the Clerk of the Circuit Court for Lee county, Virginia, we will take the depositions of H.O.Ballou, C.A.Russell, F.H.Myers and others; that on the 24th day of February, 1900, at the office of Daniel Briscoe & Co., in the city of Knoxville, Tennessee, we will take the depositions of Daniel Briscoe, J.M. Greer and others; and that on the 28th day of February, 1900, in the office of Jos.I.Meany & Co., in the City of Philadelphia, Pa., we will take the deposition of Jos.I.Meany & Co., which depositions when taken are intended to be read as evidence on behalf of the complainants, Daniel Briscoe Bro.& Co., and the defendants and cross complainants, H.O.Ballou, C.A.Russell, F.H.Myers, J.M.Greer & Co., and Jos.I.Meany & Co., in a certain suit in equity pending in the Circuit Court for Lee county, Virginia, wherein the said Daniel Briscoe & Co. are plaintiffs and J.M.Morgan and others are defendants. And if from any cause the taking of said depositions be not begun at the times stated, or, if begun, be not completed at said times, the taking thereof will be continued from time to time and from place to place until the same are concluded.

Very respectfully,

Daniel Briscoe & Co.,

H.O.Ballou,

C.A.Russell

F.H.Myers,

J.M.Greer & Co.,

Jos.I.Meany & Co.

By Counsel.

Feb'y 13th 1900.

L.T. Hyatt

Counsel.

Executed by delivering a true copy of
the within notice to M. B. Spencer on the
13th day of Feb'y 1900. W. J. Mileham S. L. C.

The Commonwealth of Virginia:

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, that you summon *John M Morgan, M.B. Spencer*
Henry J. Morgan, J.M. Greer, J.R. McDowell
and *J.H. Duncan* late partners in trade under
the firm name of *J.M. Greer & Co., L.A. Russell*
Jos. J. Meany trading as *Jos. J. Meany & Co. H.D.*
Ballou, F.H. Myers, W.C. Wood, R.J. Wood,
R.L. Wood, and *R.A. Wood* partners in trade
under the firm name of *R.J. Wood & sons*
France Miles, H.E. Edds, A.J. Myers M.H.
Graham and J.V. Graham

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *October*, 1899, to answer a bill in
chancery, exhibited against *them* in our said court by

Daniel Briscoe, P.J. Briscoe Sr., J.E. Briscoe,
R.H. Mountcastle and P.J. Briscoe Jr., Merchants
and partners in trade under the firm name
and Style of *Daniel Briscoe & Co., Successors*
to *Daniel Briscoe, P.J. Briscoe, R.R. Swepson*
M.D. Arnold, and *S.L. Roney* late merchants
and partners in trade under the firm name
and Style of *Briscoe Swepson & Co.*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
the *21st* day of *September* 1899, and in the *124th* year of the Commonwealth.

A.B. Munsey Clerk

Virginia, Lee county, to wit:

I, A.B.Munsey, Clerk of the circuit court for said county, do certify that C.C.Hyatt, has this day appeared before me in my office and made oath that on the 23rd day of September, 1899, he delivered an attested office copy each of the within subpoena to A.J.Myers, H.J.Morgan, France Miles ~~Mixxx~~ and M.B.Spencer, in said county; that on the 25th day of September, 1899, he delivered like copies ^{in said County} H.F.Edds; that on the 27th day of September, 1899, he delivered a like copy to M.K.Graham in said county of Lee; and that on the 28th day of September, 1899, he delivered a like copy to James V. Graham in Wise county, Virginia.

Given under my hand this the 30th day of September, 1899.

A.B. Munsey Clerk

Form No. 300.

Daniel Briscoe et al

SUBPOENA
IN
CHANCERY.

vs.

Jno M Morgan et al

C. C. Hyatt p. q

Rules.

To 2nd October

Court.

1899 Circuit

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

We Command you, That you summon John M. Morgan, M.B. Spencer, H.J. Morgan, J.M. Greer, J.R. McDowell and J.G. Duncan late partners in trade under the firm name of J.M. Greer & Co., C.A. Russell Jos. I. Meany trading as Jos. I. Meany & Co., H.O. Ballou, F.H. Myers, W.P. Woodz R.J. Wood, R.L. Wood and R.A. Wood partners in trade under the firm name of R.J. Wood & sons, France Miles, M.E. Edds, A.J. Myers, M.K. Graham and J.V. Graham, J.C. Jessee administrator of the estate of M.C. Parsons deceased, F.E. Wade, Ellen Jessee, Eva Russell, Rebecca Wampler, George W. Parsons, Wheeler P. Parsons and Bessie A. Parsons and G.W. Russell administrator of the estate of H.J. Russell deceased Bernice Russell, Catherine Russell, ^{Pearl D} Bernard Russell, Bernard Russell the four last named being infants under the age of 21 years, to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the said Court, on the 3rd Monday in October to answer amendment to bill ~~xxx~~ in chancery exhibited against them in our said Court by Daniel Briscoe, P.J. Briscoe, Sr. J.E. Briscoe, R.H. Mountcastle and P.J. Briscoe, Jr. merchants and partners in trade doing business under the firm name and style of Daniel Briscoe & Co. successors to Daniel Briscoe, P.J. Briscoe, R.R. Swepson, M.D. Arnold and S.C. Roney late merchants and partners in trade under the firm name and style of Briscoe, Swepson & Co. And have then there this writ. Witness, A.B. Munsey Clerk of our said Court, at the Courthouse, the 12th day October, 1899, and in the 124th year of the Commonwealth.

A.B. Munsey Clerk.

**CERTIFICATE OF
ORDER OF PUBLICATION.**

I, A. M. Goins, Editor of the **SOUTH-
WEST VIRGINIAN**, a weekly newspa-
per published at Jonesville, Lee County,
Va., do hereby certify that the annex-
ed notice was published in said paper
once a week for four successive weeks,
commencing on the 21st day of

Sept., 1899.

A. M. Goins, EDITOR.

FEE, \$12.00

VIRGINIA—In the Clerk's Office of the
Circuit Court of the County of Lee,
on the 19th day of September, 1899.

Daniel Briscoe, P. J. Brisco, Sr.,
J. E. Briscoe, R. H. Mountcastle,
and P. J. Briscoe, Jr., merchants
and partners in trade, doing busi-
ness under the firm name and style
of Daniel Briscoe & Co., successors
to Daniel Briscoe, P. J. Briscoe,
R. E. Swepson, M. D. Arnold, and
S. C. Roney, late merchants and
partners in trade under the firm
name and style of Briscoe, Swepson
& Co., Plaintiffs.

Versus. In Chancery.

John M. Morgan; M. B. Spencer;
H. J. Morgan; J. M. Greer, J. R.
McDowell and J. G. Duncan, late
partners in trade under the firm
name of J. M. Greer & Co.; C. A.
Russell; Jos. I. Meany, trading as
Jos. I. Meany & Co.; H. O. Ballou;
F. H. Myers; W. P. Wood; R. J.
Wood, R. L. Wood and R. A.
Wood, partners in trade under the
firm name of R. J. Wood & Sons;
France Miles; H. E. Edds; A. J.
Myers; M. K. Graham, and James
V. Graham, Defendants.

The object of this suit is to collect a
judgment rendered by the circuit court of
Lee county, on the law side thereof, on
the 3rd day of September, 1891, in favor of
the said Briscoe, Swepson & Co. against
the said John M. Morgan for the sum of
one hundred and two dollars and ten cents
(\$102.10), with legal interest thereon from
the 3rd day of September, 1891, until pay-
ment, and \$8.87 costs, and ten per cent.
damages in lieu of interest from December
6, 1889, to Sept. 3rd, 1891, and to enforce
the lien of said judgment against a certain
house and lot in the town of Jonesville,
Va., which was conveyed by the said John
M. Morgan and wife to Timothy Sisk, by
deed dated January 28th, 1889, and record-
ed in Lee county Deed Book No. 32, page
96, and now occupied by M. B. Spencer,
and also against the lot or parcel of
of land now occupied by A. B. Munsey and
located a short distance east from Jones-
ville adjoining the lands of M. A. Couk
and the saw-mill property.

And an affidavit having been made and
filed that the defendant John M. Morgan
is not a resident of the State of Virginia, it
is ordered that he do appear here within
fifteen days after due publication hereof,
and do what may be necessary to protect
his interest in this suit. And it is further
ordered that a copy hereof be published
once a week for four successive weeks in
the Southwest Virginian, and that a copy
be posted at the front door of the court-
house of this county on the first day of the
next term of the county court of said coun-
ty.

A copy—Teste:

A. B. MUNSEY, Clerk.

L. T. Hyatt, p. q.

9-21-99-41

ORDER OF PUBLICATION.

Daniel Briscoe & Co.

VS.

IN CHANCERY.

J. M. Morgan et al.

FEE \$12⁰⁰